



GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT 722 Moody, County Courthouse, Galveston, TX 77550 (409) 766-2244

Mark Henry Ryan Dennard Joe Giusti Stephen Holmes Ken Clark
County Judge Commissioner, Precinct 1 Commissioner, Precinct 2 Commissioner, Precinct 3 Commissioner, Precinct 4

AGENDA December 6, 2016 – 1:30 PM

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

REGULARLY SCHEDULED MEETING

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

- *1. Submitted by the Auditor's Office:
 - a. Approval of the Accounts Payable Checks dated 11/29/16 and 12/6/16
 - b. Order for Payroll period ending 11/30/16 Bi-Weekly #25
 - c. Order for Supplemental Payroll period ending 11/30/16 Bi-Weekly #25
 - d. Internal Audit Report of the Sheriff's Office Commissary and Inmate Property Account for period covered 9/1/15 - 8/31/16 with response letter from Sheriff Henry Trochesset dated 11/10/16
 - e. Internal Audit Report of the FY 2016 Property Tax Refunds for period covered 10/1/15 - 9/30/16 with response letter from Honorable Cheryl E. Johnson dated 11/19/16
 - f. Internal Audit report of the District Clerk's Fee Audit for period 9/1/15 - 8/31/16 with response letter from Honorable John D. Kinard dated 11/28/16
 - g. Certification of funds pursuant to Local Government Code 111.0106 for Inspection Fee paid by GEL Texas Pipeline, LLC

- h. Receive and file early release of check for Technique Data dated 12/01/16
- *2. Receive and file *refund check list from Odyssey* submitted by the County Clerk
- *3. Receive and file *refund check list from Odyssey* submitted by the District Clerk
- *4. Consideration of *execution of renewal contract with Interface EAP, Inc.* submitted by Human Resources
- *5. Consideration of *approving exemption to the 4 pay period mandatory vacancy policy for Collections Manager (Psn #2)* submitted by Human Resources on behalf of Collections
- *6. Consideration of *approval of a resolution honoring the retirement of Debbie Riggs* submitted by Professional Services
- *7. Receive and file *FY2017 Galveston County Emergency Communication (911) District budget* submitted by the County Judge
- *8. Consideration of *approval of (re)appointment to the Galveston County Emergency Communication (911) District* submitted by the County Judge
- *9. Consideration of *approval of granting a reduction of a permit fee (Facility Permitting Policy, Section 5.1.6) for Bay Area Whip Dance Club for the recurring use of the Indoor Banquet Hall at Walter Hall Park on Tuesdays from 7:00 p.m. - 10:00 p.m. from January 2, 2017 through December 26, 2017*, submitted by the Parks & Cultural Services Department
- *10. Consideration of *approval of an extension of the Fine & Fee Contract with Perdue Brandon Fielder Collins & Mott, LLP.* submitted by the County Judge
- *11. Receive and file *full and final settlement for Galveston County in the amount of \$1,662.00 from Brazoria County* submitted by County Legal
- *12. Consideration of *release of nuisance abatement lien, 3018 Charles Street, Bacliff, Texas* submitted by County Legal
- *13. Consideration of *approval of the abatement of two (2) tax foreclosed properties* submitted by the Nuisance Abatement Officer:
 - a. 1902 Bogatto, La Marque, Texas
 - b. 308 Lake Road, La Marque, Texas
- *14. Consideration for *authorization to dispose of salvage or surplus property* submitted by the Purchasing Agent

- *15. Consideration for *authorization to utilize a cooperative purchasing program to purchase one (1) Utility Tractor for the Road and Bridge Department* submitted by the Purchasing Agent
- *16. Consideration of *contract CMI7033 with EcoXstream, LLC for bid # B161033 to provide various renovations for ADA compliance to Galveston County facilities other than 722 Moody* submitted by the County Architect
- *17. Consideration of *approval for replacement batteries for UPS emergency storage with Millennium UPS* submitted by Information Technology
- *18. Consideration of *approval for Google apps unlimited 12 month license for Galveston County Jail magistrate project with Onix* submitted by Information Technology
- *19. Consideration of *Texas City Hurricane Levee permit to Marathon Petroleum Corporation perform one underground pipe replacement at two locations near the levee northeast of FM 519 and Loop 197* submitted by the County Engineer
- *20. Consideration of *approval to award contract to Linebarger Goggan Blair & Sampson, LLP. for Tax Collection and Legal Services* submitted by the County Judge
- *21. Consideration of *approving third supplement to agreement between Galveston County and Greater Metropolitan Safety Council (relates to CERT) and authorizing the County Judge to execute same* submitted by Emergency Management
- *22. Consideration of *approval of the following budget amendments* submitted by Professional Services:
 - a. 16-184-1206-A
Facilities Services- Request transfer from Facilities Building Maintenance account to Facilities Furnitures and Fixtures account for a storage cooler at the Medical Examiner's Office for FY 2016
 - b. 16-185-1206-B
Professional Services - Request transfer from General Government Contract Services to County Courts #1 and #2 for expenses associated with FY 2016
 - c. 17-040-1206-A
Sheriff's Department - Corrections - Request transfer from Sheriff's Department Capital Equipment account to Sheriff's Department Extraordinary Supplies account for three (3) DVR Camera Systems
 - d. 17-041-1206-B
Professional Services- Request transfer from General Fund Budgeted Reserves for various transactions associated with FY 2016 that need to be completed in FY 2017

- e. 17-042-1206-C
County Clerk Records Management & Preservation- Request transfer from County Records Management & Preservation Budgeted Reserves for two (2) color printers and a folding chair trolley
- f. 17-043-1206-D
Veteran's Services- Request transfer from Veteran's Services Books, Periodicals, and Subscriptions account to Veteran's Services Extraordinary Supplies account for a paper shredder
- g. 17-044-1206-E
Flood Control- Request transfer from Flood Control Budgeted Reserves for inspection and material testing for construction of pipelines
- h. 17-045-1206-F
Parks/Collections Departments- Request transfer of position from Collections Department to Parks; an upgrade of the Collections Specialist to a Collections Manager position and the addition of a Collections Clerk position in the Collections Department

Action Agenda

23. Commissioner, Precinct 1

- a. Consideration of approval of requested waiver to policy HR010- Law Enforcement Career Path Program for Constable, Precinct 1 - Deputy IV position

24. Facilities

- a. Consideration of approving limited purpose permit for use of areas within premises at 1915 Ball Street (former Galveston County Jail) for filming associated with documentary and authorizing the County Judge to execute same

25. Professional Services

- a. Consideration of approval of the following budget amendments:
- b. 17-046-1206-G
Emergency Management Fund- Request transfer to the Emergency Management Fund for Motorola Equipment Lease-Purchase Agreement
- c. 17-047-1206-H
Professional Services- Request change in staffing and structure to the Professional Services Department

- d. Request for qualifications for underwriters and recommendations for underwriting for the Limited Tax Refunding Bonds, Series 2017

26. **Purchasing**

- a. Consideration of approval to award the following:
 - 1. RFP #B171001 Galveston County Stop Loss for 2017
 - 2. RFQ #B161022 Pelican Island Bridge

27. **Sheriff**

- a. Consideration of authorizing a lessee resolution for a municipal lease in connection with an equipment lease purchase agreement between Galveston County and Motorola Solutions

28. **Tax Assessor-Collector**

- a. Request for waiver or refund of penalty and interest requested by the property owner:
 - 1.

R118318	Gwen Reality LLC	2015	\$110.23(W)
R118267	Gwen Reality LLC	2015	\$110.23(W)
R416528	Gwen Reality LLC	2015	\$181.12(W)
R416555	Gwen Reality LLC	2015	\$181.12(W)

29. **County Legal**

- a. **Break into Executive Session:**
- b. **Executive Session:** Texas Government Code Section 551.074, Personnel Matters: the Commissioners Court will enter into executive session as permitted under the Open Meetings Act, Chapter 551 of the Texas Government Code, pursuant to Section 551.074 of the Texas Government Code, Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: the CDBG Project Coordinator (Community Development Block Grant Project Coordinator).
- c. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional-

Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to 3:16-CV-00065, Diane Jacobs, et. al. v. Henry Trochesset, et. al. in the U.S. District Court for the Southern District of Texas, Galveston Division.

- d. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to 3:14-CV-300, Kyle Springer v. Unknown Rekoff, et. al., in the United States District Court for the Southern District of Texas.
- e. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to 14-CV-1289, Bonnie Quiroga v. Galveston County, in the 212th Judicial District Court.
- f. **Executive Session:** Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act pursuant to Section 551.071 of the Government Code: to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act relating to Cause No. 15-0993, Hon. Mark Henry, v. Hon. Lonnie Cox, in the Supreme Court of Texas.
- g. **Reconvene into Regularly Scheduled Meeting**
- h. Consideration of authorizing approval of an interlocal cooperation agreement between Galveston County and the City of Kemah for development and operation of a Public Nature Facility at the location known as “57 Acre Park”

Adjourn

WORKSHOP AGENDA

1. Discussion of Beach Pocket Parks presented by the Parks & Cultural Services Department

2. Discussion of major facility projects: Trane chillers and 722 Moody elevators submitted by Facilities
3. Discussion of draft regulations concerning game rooms submitted by Commissioner Precinct 1
4. Discuss Motorola equipment lease-purchase agreement and budget amendment submitted by Professional Services

Appearances before Commissioners Court

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

Executive Sessions

The Galveston County Commissioners Court may recess into closed meeting (Executive Session) on any item listed on this agenda if the Executive Session is authorized under the Open Meetings Act pursuant to one or more the following exceptions: Tex. Gov't Code §§ 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding a prospective gift or donation), 551.074 (personnel matters), 551.0745 (personnel matters affecting County advisory body), 551.076 (deliberation regarding security devices or security audits), and/or 551.087 (deliberations regarding economic development negotiations). The Presiding Officer of the Commissioners Court shall announce the basis for the Executive Session prior to recessing into Executive Session. However, the Commissioners Court may only enter into the Executive Session on any agenda item for which a separate Executive Session has not been separately posted if, prior to conducting the Executive Session, a majority of the Commissioners Court votes to go into Executive Session. This motion requirement does not apply to any agenda item that has been previously noticed to constitute or include an Executive Session.

AGENDA ITEM #1.d.

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Kristin Bulanek CIA, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

December 6, 2016

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached for your consideration are the internal audit reports of the Sheriff's Office Commissary and Inmate Property accounts. The audits covered the period of September 1, 2015 through August 31, 2016. Also attached is the response letter from Sheriff Trochesset dated November 10, 2016.

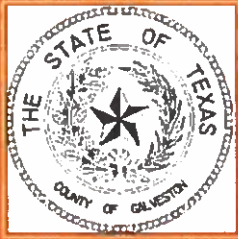
Sincerely,

A handwritten signature in blue ink that reads "Rice CPA".

Randall Rice CPA
County Auditor

cc: Henry Trochesset, Galveston County Sheriff

Attachment: Sheriff's Office Commissary Audit Report
Sheriff's Office Inmate Property Audit Report
Response Letter to Commissary & Inmate Property Audits, Henry Trochesset, Galveston County Sheriff



Sheriff's Office Commissary Account

October 28, 2016

Galveston County
Internal Audit
Division

Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

Executive Summary	1
Introduction	2
Details	3-5

Executive Summary

Reliability and Integrity of Information (page 3)

- Disbursements were properly authorized, supported and recorded.
- Commissary sales were properly authorized, supported, valued and recorded.

Safeguarding of Assets (page 4)

- Bank reconciliations were accurate, complete and timely.

Compliance with Statutes, Policies and Procedures (page 5)

- The Sheriff's Office commissary operation is in compliance with Texas Administrative Code § 291.3 and Local Government Code § 351.0415.

Introduction

The Internal Audit Division conducted an internal audit of the Sheriff's Office Commissary Account in accordance with Local Government Code (LGC) § 351.0415 and Government Code (GC) § 511.016. The internal audit covered the period from September 1, 2015 through August 31, 2016. The audit was performed from September 19, 2016 through October 28, 2016.

The primary objectives of the internal audit are to provide reasonable assurance concerning:

- Reliability and integrity of the information.
- Safeguarding of assets.
- Compliance with laws, regulations, contracts, policies, plans and procedures.

The scope of the internal audit encompassed the financial records and administrative procedures related to the Sheriff's Office Commissary Account. The internal audit included, but was not limited to, the books, accounts, reports, dockets and records of the Sheriff's Office Commissary Account, Trinity Services Group, Inc. and Global Tel*Link Corporation.

The internal audit included examining transactions on a test basis and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Sheriff's Office as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care. A copy of this report will be submitted to the Texas Commission on Jail Standards pursuant to Texas Administrative Code (TAC), Title 37, Part 9, Rule § 291.3 (4).

Jordan Guss, Information Systems Audit Team Lead, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective.

One of the most important controls is to have proper separation of duties. No one person should authorize a transaction, record the transaction and have custody of the assets. The office has instituted procedures to separate the custody of the assets from the recording and authorization functions. The office has an effective separation of duties.

Commissary and Phone Time Sales

Inmates make commissary orders by selecting items (including phone time) from the kiosk located in the pod using their unique ID number. This authorizes the commissary vendor, Trinity Services Group, Inc. (Trinity), to fill the order and deduct the purchase from the inmate's trust account, managed in the Sheriff's Jail Management System (JMS) through a direct batch interface. Upon delivery of the goods, the vendor will issue credits to the inmate's trust account for items not received by the inmates.

Trinity presents invoices for the regular commissary sales (less applicable commission) to the jail's Inmate Accountant in the Sheriff's Office for payment. Global Tel*Link Corporation (GTL) presents invoices for the phone sales purchased through commissary by the inmates for payment. Once the Inmate Accountant verifies the invoices are accurate, the appropriate amounts are transferred from the inmate trust account to the commissary account and checks are written to each vendor.

No material discrepancies were noted in the review of commissary or phone time sales.

Phone Commission

The Sheriff's Office receives commission from GTL (the provider of the phone service) on the usage of phone time for debit calls made by the inmates based on a contractually agreed upon rate.

No material discrepancies were noted in the review of commission for debit calls.

Commissary Disbursements

The disbursements from the proceeds of the commissary sales require management approval and two signatures on the checks. Invoices should be matched to receiving reports before they are paid. Receiving reports that are accurate help ensure that goods paid for were received.

No issues were noted during the review of commissary disbursements.

Safeguarding of Assets

Assets must be safeguarded from various types of losses such as those resulting from theft, fire, improper or illegal activities and exposure to elements.

Management of Collections

Commissary operations do not involve any currency transactions. The sales are recorded and charged through a direct computer interface. Funds are transferred from the inmate trust account to the commissary account by check at the end of each month. Bank reconciliations, properly prepared and adequately supported, are one of the best methods of cash management available to an official.

No discrepancies were noted in the review of bank reconciliations.

Compliance with Statutes, Policies and Procedures

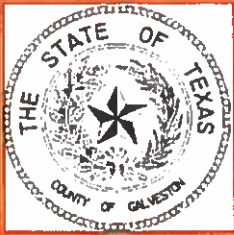
The primary statute governing the commissary operations by a sheriff or private vendor, LGC § 351.0415, vests exclusive control of the commissary funds with the sheriff. The County Auditor is to audit the commissary account yearly and submit a copy of the report to the Texas Commission on Jail Standards. Two basic requirements in this statute exist concerning these operations:

- Proceeds from the sales are used for the benefit of the inmates. The statute lists five general areas in which proceeds may be used that are considered for the benefit of the inmates.
- Sheriff may contract with a private vendor (renewable every five years) to run the commissary.

The Sheriff's Office has a contractual agreement with Trinity through March 31, 2017. All expenditures tested were in compliance with LGC § 351.0415.

In addition, Texas Administrative Code § 291.3 states each facility shall have and implement a written plan, approved by the commission, governing the availability and use of an inmate commissary, which allows for the purchase of hygiene items and sundries.

The Sheriff's Office gives each inmate a handbook at booking explaining jail rules. Commissary purchases are described in this handbook. Detailed directions on how and when commissary purchases can be made are posted in the inmate pods.



Sheriff's Office Inmate Property Account

October 31, 2016

Galveston County
Internal Audit
Division

Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

Executive Summary 1
Introduction 2
Details 3-5

Executive Summary

Reliability and Integrity of Information (page 3)

- Controls over record keeping and recording are adequate and effective. The information is reliable.

Safeguarding of Assets (page 4)

- Adequate controls in physical security of assets are in place.
- Sheriff's Office can meet its liability to the inmates.

Compliance with Statutes, Policies and Procedures (page 5)

- Nothing came to our attention concerning non-compliance of statutes, policies or procedures.

Introduction

The Internal Audit Division conducted an internal audit of the Sheriff's Office Inmate Property Account in accordance with Local Government Code (LGC) § 351.0415 and Government Code (GC) § 511.016. The internal audit covered the period from September 1, 2015 through August 31, 2016. The audit was performed from September 19, 2016 through October 31, 2016.

The primary objectives of the internal audit are to provide reasonable assurance concerning:

- Reliability and integrity of the information.
- Safeguarding of assets.
- Compliance with laws, regulations, contracts, policies, plans and procedures.

The scope of the internal audit encompassed the financial records and administrative procedures related to the Sheriff's Office Inmate Property Account. The internal audit included, but was not limited to, the books, accounts, reports, dockets and records of the Sheriff's Office Inmate Property Account.

The internal audit included examining transactions on a test basis and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Sheriff's Office as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Jordan Guss, Information Systems Audit Team Lead, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective.

One of the most important controls is to have proper separation of duties. No one person should authorize a transaction, record the transaction and have custody of the assets. An inmate trust account is established when an inmate is booked into the county jail and he or she has any cash or a check from another agency. The deputies in booking use a coin and currency counter to count the inmate's money. The inmate signs a receipt acknowledging the amount is correct. At the end of the shift, all collections are placed into a safe. The Inmate Accountant picks up the money each weekday and prepares the collections for deposit.

An inmate's family or friends can send money orders to the jail to add to the inmate's account by mail. Inmates can use the monies in their account to make purchases from the commissary. The Inmate Accountant receipts the mail-in payments into the Jail Management System (JMS). The money orders are deposited electronically in the bank by the Inmate Accountant.

An inmate's family or friends can also deposit money into an inmate's account with a credit card using the kiosk in the jail visitation center, online or over the phone. Deposits made through the kiosk, online or by phone are administered by Global Tel*Link Corporation (GTL). GTL electronically deposits the funds into the inmate trust account (ACH account).

The Inmate Accountant handles all questions and complaints concerning inmates' accounts. This provides a level of assurance the deposits made into inmates' accounts are properly recorded and processed in a timely manner.

Commissary purchases are deducted from an inmate's account via a direct computer interface between the commissary vendor's system (Canteen Manager) and JMS. At the end of each month, a check is written to the commissary account to pay for all purchases.

Controls over the record keeping and recording are adequate and effective. The information is reliable.

Safeguarding of Assets

Assets must be safeguarded from various types of losses such as those resulting from theft, fire, improper or illegal activities and exposure to elements.

Physical Security

Physical security encompasses any method to physically secure the collections from loss. Monies seized from an individual during booking are secured in a safe until picked up by the Inmate Accountant for deposit.

Minimizing Exposure to Loss

Daily depositing is one of the best methods of minimizing exposure of monies to loss. Monies mailed to the Sheriff's Office for an inmate must be in the form of a money order and are electronically scanned to the bank on a daily basis.

Management of Collections

Bank reconciliations, properly prepared and adequately supported, are one of the best methods of cash management available to an official. The Inmate Accountant is performing monthly bank reconciliations, but due to the software capabilities of JMS not allowing the user to obtain an account balance for a previous date, the internal auditor could not perform a typical 4-column proof of cash to verify the accuracy of the reconciliation. As an alternative, the internal auditor compared the JMS inmate account balance report to the inmate property bank account balance as of October 31, 2016. It was determined that Sheriff Trocheset's inmate property account can meet its liability to the inmates.

Compliance with Statutes, Policies and Procedures

As part of the audit, the auditor evaluated the adequacy and effectiveness of the internal controls regarding the compliance with laws, regulations, contracts, policies and procedures.

Nothing came to our attention concerning non-compliance with any statutes, policies or procedures.

2



Henry A. Trochesset
Sheriff
Galveston County

November 10, 2016

Randall Rice CPA
Galveston County Auditor
P.O. Box 1418
Galveston, TX 77553

Re: Galveston County Sheriff's Office FY 2016 Audits for Commissary and Inmate Property accounts

Dear Mr. Rice:

I have reviewed your draft report of the FY 2016 Commissary and Inmate Property accounts and concur with the observations therein.

My staff and I, as always, welcome the assistance and guidance of your staff and office. In the last year, our offices have worked closely together to reconcile the accounts in order to comply with all of the requirements of the entities involved. We will continue to maintain the accounts in a timely, thorough and efficient manner.

Should you need any further information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Henry Trochesset". The signature is written in a cursive style with a large, stylized "H" and "T".

Henry Trochesset
Sheriff, Galveston County

To Protect and Serve

601 54TH STREET • SUITE 2100 • GALVESTON, TEXAS 77551 • PHONE: 409-766-2300

AGENDA ITEM #1.e.

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Kristin Bulanek CIA, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

December 6, 2016

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached for your consideration is the internal audit report of the FY 2016 Property Tax Refunds Review that covered the period October 1, 2015 through September 30, 2016. Also attached is the response letter from Honorable Cheryl E. Johnson, dated November 19, 2016.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rice CA", is written over a faint, larger signature.

Randall Rice CPA
County Auditor

cc: Honorable Cheryl E. Johnson

Attachment: FY 2016 Property Tax Refunds Review Report
Response Letter, Tax Assessor-Collector Cheryl E. Johnson

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Kristin Bulanek CIA, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

November 2, 2016

To: Honorable Cheryl Johnson
Tax Assessor-Collector

From: Lauren Ramsey
Compliance and Procedures Analyst

Re: FY 2016 Property Tax Refunds Review

The Galveston County Auditor's Office is required by statute to review property tax refunds. Internal Audit reviews refunds on a quarterly basis after refunds have been issued. We performed testing on a judgmental sample of the refunds submitted.

Our testing included verifying the accuracy of the calculated refund amount as well as ensuring the refund is being issued to the correct payee at the proper payee address. The reviews performed by both the Tax Office and the Auditor's Office are critical to preventing/detecting fraud and minimizing incorrect payments to property owners/voters. Since the review is not a detailed examination of all transactions, there is some risk that errors and fraud may not always be detected. The official retains the responsibility for the accuracy and completeness of the financial information.

During the fiscal period October 1, 2015 through September 30, 2016, our office reviewed refunds consisting of 4,930 checks totaling \$4,921,403.39. There were 4,562 refunds totaling \$4,920,415.21 issued in the prior year. Accordingly there has been an 8.1% (368) increase in the number of refunds issued and a .02% (\$988.18) increase in the dollar amount of refunds issued.

Of the refunds reviewed by Internal Audit, no material exceptions were found. The Tax Office staff continues to follow established processing procedures regarding property tax refunds.

We wish to thank Cheryl Johnson and her staff for their cooperation and assistance.

cc: Randall Rice CPA, County Auditor
Kristin Bulanek CIA, First Assistant County Auditor



Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector
722 Moody, Galveston, Texas 77550
cheryl.e.johnson@co.galveston.tx.us
1-409-766-2260



November 19, 2016

Ms. Lauren Ramsey, Compliance and Procedures Analyst
Galveston County Auditor's Office
722 Moody Avenue
Galveston, Texas 77550

Re: FY 2016 Property Tax Refunds Review

Dear Ms. Ramsey:

I am in receipt of the above referenced audit and wish to again express my appreciation to you and the entire County Auditor's team for the partnership we have enjoyed for the last 12 years as we have worked to improve accountability and processes in the Galveston County Tax Office.

I am pleased that, for at least the last seven years, the results of the annual audit have been the same – that no material exceptions have been found and that my team continues to follow the established processing procedures regarding property tax refunds issued.

On behalf of my team and the taxpayers of Galveston County, please extend my appreciation to Mr. Rice and Ms. Bulanek for supporting our partnership and any other members of the Auditor's team who may have assisted you with this audit.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson

cc: Randall Rice, CPA, County Auditor
Kristin Bulanek, CIA, First Assistant, Director of Auditing
Rachael Crider, PCC, CTA, Chief Deputy Property Tax

AGENDA ITEM #1.f.

GALVESTON COUNTY



Office of County Auditor

Randall Rice CPA CISA CIO, County Auditor
Kristin Bulanek CIA, First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553

(409) 770-5304

722 Moody Ave 4th Floor, Galveston, TX 77550

December 6, 2016

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court

Honorable Mark A. Henry and Members of the Court:

Attached for your consideration is the internal audit report of the District Clerk's Fee Audit that covered the period September 1, 2015 through August 31, 2016. Also attached is the response letter from Honorable John D. Kinard, dated November 28, 2016.

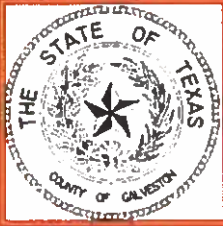
Sincerely,

A handwritten signature in blue ink, appearing to read "Rice CPA".

Randall Rice CPA
County Auditor

cc: Honorable John D. Kinard

Attachment: District Clerk Fee Audit Report
Response Letter, Honorable John D. Kinard



District Clerk's Fee Audit

October 10, 2016

Galveston
County
Internal Audit
Division

Randall Rice CPA
CITP CISA C/O CBM DABFA CGMA
County Auditor

Executive Summary..... 1
Introduction..... 2
Details..... 3-6

Executive Summary

Reliability and Integrity of Information (page 3)

- Adequate controls are in place by the District Clerk's Office to ensure proper separation of duties relative to recording, authorizing and collecting.

Safeguarding of Assets (page 4)

- All cash collected on the day of the surprise cash count was accounted for. Collections are deposited daily by a Sheriff's Deputy.
- The overage detected during the surprise cash count should be submitted to the Treasurer's Office as miscellaneous revenue.

Compliance with Statutes, Policies and Procedures (pages 5-6)

- Civil fees are appropriately assessed in the District Clerk's Office.
- When the court clerks assess the court costs and fees in Odyssey, the Bill of Costs must agree with the Judgment Order.
- The District Clerk's Office is in compliance with Code of Criminal Procedure (CCP) §32.02, Dismissal by State's Attorney.
- A policy should be implemented by the District Clerk's Office to document an explanation in Odyssey for each adjustment or disbursement made.
- To ensure a reasonable cost/benefit to the county, the District Clerk's Office should implement a policy to only make disbursements over a certain threshold.

Introduction

The Internal Audit Division conducted an internal audit of the District Clerk's Office, in accordance with Local Government Code §115. The internal audit covered the period September 1, 2015 through August 31, 2016. The audit was performed from September 15, 2016 through October 10, 2016.

The primary objectives of the internal audit were to provide reasonable assurance concerning:

- Reliability and integrity of the information
- Safeguarding of assets
- Compliance with laws, regulations, contracts, policies, plans and procedures

The scope of the internal audit encompassed the financial records and administrative procedures related to the District Clerk's Office. The internal audit included, but was not limited to, the books, accounts, reports, dockets and records of the District Clerk's Office.

The internal audit included examining transactions on a test basis, and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County District Clerk's Office as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Lauren Ramsey, Compliance and Procedures Analyst, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective.

Separation of Duties

One of the most important controls is to have proper separation of duties. No one person should authorize a transaction, record the transaction and have custody of the assets.

Criminal Court Division

The Office has instituted procedures to ensure separation of duties between authorizing, recording and collecting in the Criminal Court Division. The District Attorney's Office (DA) initiates the filings of the criminal charges. The District Clerk's Office records the criminal charges in Odyssey, the court's electronic record keeping system. The Court Administration Department collects the payments.

Civil Court Division

The office has instituted procedures to ensure separation of duties between authorizing, recording and collecting in the Civil Court Division.

The court clerks record the civil suits in Odyssey; the cashiers collect the payments. Furthermore, the Accounting Supervisor and Chief Deputy are the only District Clerk employees who have the authority to adjust court costs/fees or perform voids in Odyssey.

Safeguarding of Assets

Safeguarding of assets has three basic aspects: 1) physical security of assets, 2) minimal exposure to loss and 3) proper management of the assets.

Physical Security - Collections

Physical security encompasses any method used to physically secure the collections from loss. Monies collected should be kept in a locked drawer or safe until ready for deposit.

As part of the audit, a surprise cash count was conducted on September 15 and 16, 2016. All collections and change funds were accounted for.

Finding: A \$6.04 overage was counted in the reserve change fund at the League City Office.

Recommendation DC-16-05: Overages should be submitted to the Treasurer's Office as miscellaneous revenue.

Minimizing Exposure to Loss

Daily deposit is one of the best methods of minimizing exposure of collections to loss as well as providing the county with maximum benefit of the collections.

The District Clerk's Office accepts cash, cashiers or attorney checks, money orders and credit cards. Checks and money orders are restrictively endorsed immediately upon receipt. A Sheriff's Deputy deposits the collections daily.

Compliance with Statutes, Policies and Procedures

Texas statutes and local government codes dictate the amount of court costs and fees to be assessed and collected by the District Clerk's Office.

Civil Fees

Basic civil filing fees are set by statute and configured in Odyssey to auto-populate the fee amounts when a new case is filed. The District Clerk's Office has a policy that protects these fees from being altered by unauthorized personnel. A sample of civil family, civil non-family and tax suit cases were tested for compliance with statute. The District Clerk's Office is assessing the appropriate amount of civil fees.

Criminal Fees

Criminal fees are set by statute and configured in Odyssey. Upon conviction, the court clerk assesses the court costs and fees due, based on the Judgment Order, and generates a Bill of Costs from Odyssey. The total amount due is recorded on the Judgment Order and signed by the judge. In the event a felony case is reduced to a Class A Misdemeanor, the consolidated court cost is decreased by \$50, all others remain the same. A sample of criminal cases were tested for compliance with statute.

Finding: Cases were found in which the Bill of Costs did not agree with the Judgment Order.

Recommendation DC-16-06: When the court clerks assess the court costs and fees in Odyssey, the Bill of Costs must agree with the Judgment Order.

Felony Dismissals

Code of Criminal Procedure (CCP) §32.02 Dismissal by State's Attorney states, "The attorney representing the State may, by permission of the court, dismiss a criminal action at any time upon filing a written statement with the papers in the case setting out his reasons for such dismissal, which shall be incorporated in the judgment of dismissal. No case shall be dismissed without the consent of the presiding judge." The District Clerk's Office is in compliance with CCP §32.02.

Disbursements

The majority of the disbursements made by the District Clerk's Office are to various law enforcement agencies for serving out-of-county tax citations. Other disbursements include collecting money for services not rendered or overpayments. Disbursements are processed once a week by the Accounting Supervisor using "Group Disbursement" in Odyssey and Printech. When making adjustments for disbursements, best practice is to document an explanation for the disbursement in Odyssey. To ensure a reasonable cost/benefit to the county, disbursements should only be made above a minimal threshold. Internal Audit tested a sample of disbursements for validity and accuracy.

Compliance with Statutes, Policies and Procedures (continued)

Finding: Explanations for adjustments or disbursements were not consistently recorded in Odyssey.

Recommendation DC-16-07: The District Clerk's Office should implement a policy to document an explanation in Odyssey for each adjustment or disbursement made.

Finding: Over 20% of the disbursements were for \$5 or less.

Recommendation DC-16-08: To ensure a reasonable cost/benefit to the county, the District Clerk's Office should implement a policy to only make disbursements over a certain threshold.



JOHN D. KINARD

DISTRICT CLERK GALVESTON COUNTY

November 28, 2016

Re: Internal Audit Report of October 10, 2016

Randall Rice, CPA
County Auditor

We received the internal audit report dated October 10, 2016 and have carefully reviewed the recommendations. There are two recommendations that we would like to provide additional explanation on.

DC-16-06: When the court clerks assess the court costs and fees in Odyssey, the Bill of Costs must agree with the Judgment Order,

Without knowing any of the specifics, it is difficult for us to determine why the Bill of Costs did not match the judgment. The supervisor over the Criminal Section has been informed of this finding and will instruct the staff to exercise due care in preparing the Bill of Costs.

DC-16-08: To ensure a reasonable cost/benefit to the county, the District Clerk's Office should implement a policy to only make disbursements over a certain threshold.

We concur that this would be a good idea. However, The District Clerk can only implement policies that are expressly granted in either the Constitution or statute. There is no statutory authorization to withhold funds due to individuals. The legislature passed such a bill in the last session to address this issue but the law was vetoed by Governor Abbott.

We would like to thank the Auditor's Office staff for their efforts and look forward to assisting them in the future.

A handwritten signature in black ink, reading "John D. Kinard", is positioned above the printed name.

John D. Kinard
District Clerk Galveston County

AGENDA ITEM #1.g.

The seal of the State of Texas, County of Galveston, is a circular emblem. It features a five-pointed star in the center, surrounded by a wreath. The words "THE STATE OF TEXAS" are inscribed around the top half of the circle, and "COUNTY OF GALVESTON" is inscribed around the bottom half. The entire seal is enclosed within a decorative border.

Kristin Bulanek CIA, First Assistant County Auditor

722 Moody Ave 4th Floor, Galveston, TX 77550

Randall Rice CPA
County Auditor

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER - SEE BACK FOR DETAILS

GEL Texas Pipeline, LLC
919 Milam, Ste. 2100
Houston, TX 77002
713-860-2500 713-860-2640

Bank of America
52-153/112 ME
DATE
11/17/2016

0009103989
AMOUNT
\$ 15,000.00

Fifteen Thousand Dollars And 00/100 USD

Pay to the Order of:

GALVESTON COUNTY ENGINEERING
DEPARTMENT
722 MOODY
GALVESTON, TX 77550

Karen Pope

AGENDA ITEM #1.h.



Galveston County Request for Early Release of Check

Why do you need
the early release?

Submitted in Oct. Approved in
Commissioner's Court in early November.
Need to provide payment asap to ensure
lockbox services can continue

Early Release Date
Needed

Nov 29 2016

Check Amount \$ 6,725.00
Total of 4 invoices

Vendor Name

Technique Data

Requested by
(Employee)

Sheryl Swift
(print name)

2474
(Ext.)

Sheryl Swift
(signed)

Approved by
(Department
Head)

Cheryl E. Johnson
(print name)

3277
(Ext.)

Cheryl E. Johnson
(signed)

Department Name

Galveston County Tax Office

Disposition

[] Mail

[X] Pickup

Approved by
County Auditor

[Signature]
(signed)

11/28/16
(date)

Approved by
County Judge

[Signature]
(signed)

11/28/16
(date)

**** It is mandatory that you HAND DELIVER the request to the County Auditor for approval, then HAND DELIVER the request to the County Judge for approval to process the request. The form must have all original signatures; all blanks must be completed before request will be processed. You will also need backup documentation when making the request. (i.e., purchase order or affidavit, invoice copy, receipts, etc.) Please return the signed request to the Auditor's Office after approval by the County Judge. The release of funds will be from the County Treasurer's Office.**

Check No: _____ Check Date: _____ Release Date: _____

INTERNAL

PR#: CR700719
PO#: C702488

PEID #: 710840 SELECTED ADDRESS CODE: 151500

PAYEE NAME: Technique Data Systems

REIMBURSEMENT SELECTION CHOICES

MILEAGE: _____ X _____ = \$ _____

HOTEL: \$ _____

MEALS: \$ _____

OTHER: \$ 3,500.00 (Renewal of Annual Software Agreement)
DESCRIPTION

"OTHER" MAY BE USED FOR A MISCELLANEOUS REIMBURSEMENT OR PRIORITY PO AND DOES NOT HAVE TO BE TRAVEL RELATED EXPENSE.

GRAND TOTAL: \$ 3,500.00

NOTES

RETURN TO: Teri Janik or Emily Hudler

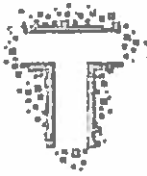

DEPARTMENT HEAD SIGNATURE

1101151500-5481000
ACCOUNT NUMBER

Cheryl E. Johnson, RTA
PRINTED NAME

Tax Office
DEPARTMENT NAME

10/19/2016
DATE



TECHNIQUE DATA SYSTEMS

Invoice

Invoice Number: 045854

Invoice Date: Sep 12, 2016

Page: 1

1930 Alpha Drive · Suite 300 · Rockwall, TX 75087

Phone: (972) 772-5040

Fax: (972) 722-6052

www.techdatasystems.com

Sold To:

GALVESTON COUNTY TAX OFFICE
ATTN: SHERYL SWIFT 2ND FLOOR
722 MOODY AVE 21ST STREET
GALVESTON, TX 77553

Ship to:

GALVESTON COUNTY TAX OFFICE
ATTN: SHERYL SWIFT 2ND FLOOR
722 MOODY AVE 21ST STREET
GALVESTON, TX 77553

Customer ID	Customer PO	Payment Terms	
GALVESTON COUNTY TAX		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS GROUND		9/30/16

Quantity	Item	Description	Unit Price	Extension
1.00	MAINTENANCE	RENEWAL OF ANNUAL SOFTWARE MAINTENANCE AGREEMENT CONTRACT 2485 EFFECTIVE 10/2/16 - 10/1/17 (TDS SECURE REMIT)	3,500.00	3,500.00

Federal Tax ID# 75-2381117

Subtotal 3,500.00

Sales Tax

Freight

Total Invoice Amount 3,500.00

Payment Received

TOTAL 3,500.00

Check No:

CM17042

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-129916

Date Filed:
10/27/2016

Date Acknowledged:

10/28/16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Technique Data Systems, Inc.
Rockwall, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2485

SECURE REMIT SOFTWARE MAINTENANCE

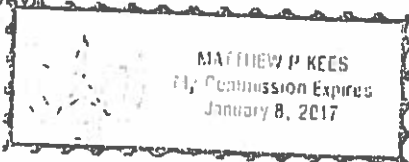
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Nicole Adams

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicole Adams, this the 27 day of Oct, 2016, to certify which, witness my hand and seal of office.

Matthew P. Kees

Signature of officer administering oath

Matthew P. Kees

Printed name of officer administering oath

Notary Public

Title of officer administering oath

TECHNIQUE DATA SYSTEMS

Technique Data Systems, Inc

Phone: 972-772-5040 Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: 2485
Date: 10/2/2012

Note: This Contract has expired - the Expiration date has passed

<u>Description</u>				<u>Type</u>		<u>Reference</u>			
SOFTWARE MAINTENANCE				ANNUAL					
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>	<u>Payment Method</u>		<u>Tax Code</u>		<u>Contract Price</u>	
10/2/2012	10/2/2015	10/1/2016	Expired			DALLAS		\$ 3,500.00	
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips -----</u> <u>Included - Remaining</u>	<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u>	
0	No	0 0	\$ 0.00		Annual			\$ 0.00	

Basis: Time Period Time Remaining: -26 days

Includes Special Instructions

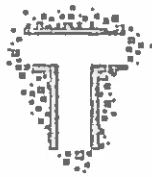
Items for Account: Galveston County Tax, No. 5280, ID: TDS Secure Remit 722 Moody Ave 21st Street 2nd Floor Galveston TX 77553

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT ACH DEPOSIT	ACH DEPOSIT							1
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 1,500.00	\$ 300.00			10/2/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT CAR/LAR	CAR/LAR							1
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 1,200.00	\$ 1,200.00			10/2/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT MULTI USER UP	MULTI USER UPGRADE							1
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 2,000.00	\$ 600.00			10/2/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT REMIT TIER 2	TDS SECURE REMIT TIER 2 100,000 ITEM:					RG2-TQD-47D70-BD1D4		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 6,450.00	\$ 1,400.00			10/2/2015		Yes



TECHNIQUE DATA SYSTEMS

Technique Data Systems, Inc

Phone: 972-772-5040 Fax: 972-722-6052

1930 Alpha Drive, Suite 300

Rockwall, TX 75087

Contract

No: 2485

Date: 10/2/2012

<u>Description</u>				<u>Type</u>	<u>Reference</u>				
SOFTWARE MAINTENANCE				ANNUAL					
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>	<u>Payment Method</u>	<u>Tax Code</u>	<u>Contract Price</u>			
10/2/2012	10/2/2015	10/1/2016	Active		DALLAS	\$ 3,500.00			
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips -----</u> <u>Included - Remaining</u>	<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u>	
0	No	0 0	\$ 0.00		Annual			\$ 0.00	

Basis: Time Period Time Remaining: 23 days

Includes

Special Instructions

Items for Account: Galveston County Tax, No. 5280, ID: TDS Secure Remit 722 Moody Ave 21st Street 2nd Floor Galveston TX 77553

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT ACH DEPOSIT	ACH DEPOSIT							1
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 1,500.00	\$ 300.00			10/2/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT CAR/LAR	CAR/LAR							1
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 1,200.00	\$ 1,200.00			10/2/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT MULTI USER UP	MULTI USER UPGRADE							1
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 2,000.00	\$ 600.00			10/2/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT REMIT TIER 2	TDS SECURE REMIT TIER 2 100,000 ITEM:					RG2-TQD-47D70-BD1D4		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
9/30/2013		\$ 6,450.00	\$ 1,400.00			10/2/2015		Yes



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 10-19-2016		2. Contract Type: Expense Revenue Other			3. Renewal Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
4. Department Name: Tax Office				5. Department Contact: Cheryl E. Johnson			
6. Description: Annual Software Maintenance Agreement (Secure Remit)							
7. IFAS PEID No: 710840		8. IFAS Req No:		9. Orgkey:		10. Object Code:	
11. Vendor: Technique Data Systems				12. Vendor Contract No:			
13. Requested Legal Review: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Other Contract Services	5481000	32,000	3,500				
22. Totals:			3,500				
To Be Completed By Purchasing Department							
Contract Start Date: 10/2/16		Auto Renewal Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Bid No: N/A			
Contract End Date: 10/1/17		Contract # Issued By Purchasing: CM17042					

~~* 100 HB 1275~~

Approved By:	Signature	Date
Department Head:	<i>Cheryl E. Johnson</i> <i>Sheila R. Smith for Mrs. Johnson</i>	<i>10/20/16</i>
Purchasing Agent:	<i>[Signature]</i>	<i>10-26-16</i>
County Legal:	<i>[Signature]</i>	<i>10/27/2016</i>
Contract listed in Budget Documentation <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
County Budget Office:	<i>[Signature]</i>	<i>10/28/16</i>
Budget Available and Funds are/will be Available <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
County Auditor:	<i>[Signature]</i>	<i>10/28/16</i>

INTERNAL

700722
PR#: CR 700722
PO#: C 701602

PEID #: 710840 SELECTED ADDRESS CODE: 151500
PAYEE NAME: Technique Data Systems

REIMBURSEMENT SELECTION CHOICES

MILEAGE: _____ X _____ = \$ _____

HOTEL: \$ _____

MEALS: \$ _____

OTHER: \$ 575.00 (Renewal of Annual Maintenance Agreement Contract 1527
10/1/16-9/30/17)
DESCRIPTION

"OTHER" MAY BE USED FOR A MISCELLANEOUS REIMBURSEMENT OR PRIORITY PO AND DOES NOT HAVE TO BE TRAVEL RELATED EXPENSE.

GRAND TOTAL: \$ 575.00

NOTES

RETURN TO: Teri Janik or Emily Hudler


DEPARTMENT HEAD SIGNATURE

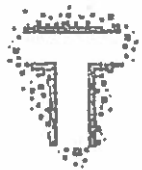
2107-151552-5423701
ACCOUNT NUMBER

Cheryl E. Johnson, RTA
PRINTED NAME

Tax Office
DEPARTMENT NAME

09/07/2016
DATE

Need copy of check so that reimbursement from S&B is accomplished timely
CEJ 9/7/16



TECHNIQUE DATA SYSTEMS

Invoice

Invoice Number: 045721
Invoice Date: Aug 25, 2016
Page: 1

1930 Alpha Drive · Suite 300 · Rockwall, TX 75087

Phone: (972) 772-5040
Fax: (972) 722-6052
www.techdatasystems.com

Sold To:

GALVESTON COUNTY VOTER OFFICE
ATTN: SHERYL SWIFT
PO BOX 1169
GALVESTON, TX 77553-1169

Ship to:

TAX ASSESSOR COLLECTOR
722 MOODY
GALVESTON, TX 77550-2317

Customer ID

GALVESTON COUNTY AUD

Customer PO

Payment Terms

Net Due

Sales Rep ID

Shipping Method

UPS GROUND

Ship Date

Due Date

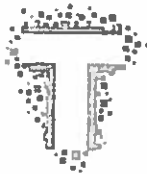
9/25/16

Quantity	Item	Description	Unit Price	Extension
1.00	MAINTENANCE	RENEWAL OF ANNUAL MAINTENANCE AGREEMENT CONTRACT 1527 EFFECTIVE 10/1/16 - 9/30/17 (1 CANON DR 4010C DOC SCANNER)	575.00	575.00

Federal Tax ID# 75-2381117

Check No:

Subtotal	575.00
Sales Tax	
Freight	
Total Invoice Amount	575.00
Payment Received	
TOTAL	575.00



TECHNIQUE DATA SYSTEMS

Technique Data Systems, Inc

Phone: 972-772-5040 Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **1527**

Date: **3/27/2009**

<u>Description</u>				<u>Type</u>		<u>Reference</u>	
END USER EQUIPMENT				ANNUAL		CANON DR 4010C	
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>	<u>Payment Method</u>	<u>Tax Code</u>	<u>Contract Price</u>	
3/27/2009	10/1/2015	9/30/2016	Active	Net Due	<Exempt>	\$ 575.00	
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips -----</u> <u>Included - Remaining</u>	<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u> <u>Amount Billed to-date</u>
0	No	0 0	\$ 0.00		Annual		\$ 0.00

Basis: Time Period Time Remaining: 43 days

Includes

Special Instructions

Items for Account: Galveston County Voter, No. 4372, ID: TDS Secure Remit 722 Moody Avenue Galveston TX 77550-2317

<u>Item ID</u>		<u>Item Description</u>			<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
EQU-CANON DR 4010C		CANON DR 4010C DOC. SCANNER				DW304972		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
6/27/2009		\$ 3,500.00	\$ 575.00			10/1/2015		Yes
Contact: Mr. Vance Ready Phone: (409) 766-2474								

CM17044

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Technique Data Systems, Inc.
ROCKWALL, TX United States

Certificate Number:
2016-129922

Date Filed:
10/27/2016

Date Acknowledged:
10/28/16

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Galveston County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
1527
EQUIPMENT MAINTENANCE

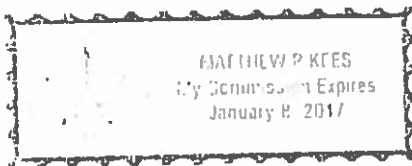
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Nicole Adams
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicole Adams, this the 27 day of Oct, 2016, to certify which, witness my hand and seal of office.

Matthew P. Kees
Signature of officer administering oath

Matthew P. Kees
Printed name of officer administering oath

Notary Public
Title of officer administering oath

**TECHNIQUE
DATA SYSTEMS**

Technique Data Systems, Inc
Phone: 972-772-5040 Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **1527**
Date: **3/27/2009**

Note: This Contract has expired - the Expiration date has passed

<u>Description</u> END USER EQUIPMENT				<u>Type</u> ANNUAL		<u>Reference</u> CANON DR 4010C		
<u>Written on</u> 3/27/2009	<u>Start Date</u> 10/1/2015	<u>Expires</u> 9/30/2016	<u>Status</u> Expired	<u>Payment Method</u> Net Due		<u>Tax Code</u> <Exempt>	<u>Contract Price</u> \$ 575.00	
<u>Response Time (Hrs.)</u> 0	<u>Limit to Items On Contract</u> No	<u>----- Trips -----</u> <u>Included - Remaining</u> 0 0	<u>Per Call Charge</u> \$ 0.00	<u>Assigned Tech</u>	<u>Billing Cycle</u> Annual	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u> \$ 0.00

Basis: Time Period Time Remaining: -27 days

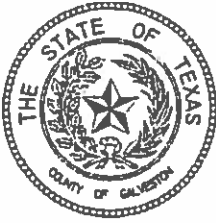
Includes

Special Instructions

Items for Account: Galveston County Voter, No. 4372, ID: TDS Secure Remit 722 Moody Avenue Galveston TX 77550-2317

<u>Item ID</u> EQU-CANON DR 4010C	<u>Item Description</u> CANON DR 4010C DOC. SCANNER			<u>Reference</u>	<u>Serial Number or Qty.</u> DW304972			
<u>Warranted thru</u> 6/27/2009	<u>Cancelled Date</u>	<u>List Price</u> \$ 3,500.00	<u>Yearly Price</u> \$ 575.00	<u>Renewal List %</u>	<u>Am't. Billed To-date</u>	<u>Start Date</u> 10/1/2015	<u>Billed thru Date</u>	<u>In Customer Inventory?</u> Yes

Contact: Mr. Vance Ready Phone: (409) 766-2474



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 10-19-2016		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes / No		
4. Department Name: Tax Office				5. Department Contact: Cheryl E. Johnson			
6. Description: Annual Maintenance Agreement (1 Canon DR-4010C Scanner)							
7. IFAS PEID No: 710840		8. IFAS Req No:		9. Orgkey: 2107-151552		10. Object Code: 5423701	
11. Vendor: Technique Data Systems				12. Vendor Contract No: 1527			
13. Requested Legal Review: Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maintenance Contracts	5423000 5423701	2,375	575.00				
22. Totals:							
To Be Completed By Purchasing Department							
Contract Start Date: 10/1/16		Auto Renewal Contract: Yes (No)		Bld No: N/A			
Contract End Date: 9/30/17		Contract # Issued By Purchasing: CM17044					

* No 1101295

Expense Budgeted
in 5423000/BS

Approved By:	Signature	Date
Department Head:	Cheryl E. Johnson	10/20/16
Purchasing Agent:	[Signature]	10-26-16
County Legal:	[Signature]	10/27/2016
Contract listed in Budget Documentation YES NO		
County Budget Officer:	[Signature]	10/28/16
Budget Available and Funds are/will be Available YES NO		
County Auditor:	[Signature]	10/28/16

INTERNAL

PR#: CR700718

PO#: C701601

PEID #: 710840 SELECTED ADDRESS CODE: 151500

PAYEE NAME: Technique Data Systems

REIMBURSEMENT SELECTION CHOICES

MILEAGE: _____ X _____ = \$ _____

HOTEL: \$ _____

MEALS: \$ _____


OTHER: \$ 850.00 (Renewal of Annual Maintenance Agreement 2-Canon CR-190
DESCRIPTION

"OTHER" MAY BE USED FOR A MISCELLANEOUS REIMBURSEMENT OR PRIORITY PO AND
DOES NOT HAVE TO BE TRAVEL RELATED EXPENSE.

GRAND TOTAL: \$ 850.00

NOTES

RETURN TO: Teri Janik or Emily Hudler

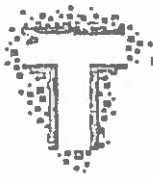

DEPARTMENT HEAD SIGNATURE

1101151500-5423000
ACCOUNT NUMBER

Cheryl E. Johnson, RTA
PRINTED NAME

Tax Office
DEPARTMENT NAME

10/19/2016
DATE



TECHNIQUE DATA SYSTEMS

Invoice

Invoice Number: 045855
Invoice Date: Sep 12, 2016
Page: 1

1930 Alpha Drive · Suite 300 · Rockwall, TX 75087

Phone: (972) 772-5040
Fax: (972) 722-6052
www.techdatasystems.com

Sold To:

GALVESTON COUNTY TAX OFFICE
ATTN: SHERYL SWIFT 2ND FLOOR
722 MOODY AVE 21ST STREET
GALVESTON, TX 77553

Ship to:

GALVESTON COUNTY TAX OFFICE
ATTN: SHERYL SWIFT 2ND FLOOR
722 MOODY AVE 21ST STREET
GALVESTON, TX 77553

Customer ID	Customer PO	Payment Terms	
GALVESTON COUNTY TAX		Due at end of Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	UPS GROUND		9/30/16

Quantity	Item	Description	Unit Price	Extension
1.00	MAINTENANCE	RENEWAL OF ANNUAL MAINTENANCE AGREEMENT CONTRACT 2480 EFFECTIVE 11/1/16 - 10/31/17 (2 CANON CR-190 CHECK SCANNERS)	850.00	850.00

Federal Tax ID# 75-2381117

Subtotal	850.00
Sales Tax	
Freight	
Total Invoice Amount	850.00
Payment Received	
TOTAL	850.00

Check No:

CM17043

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Technique Data Systems, Inc.
ROCKWALL, TX United States

Certificate Number:
2016-129919

Date Filed:
10/27/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston County

Date Acknowledged:
10/28/16

3 Provide the Identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

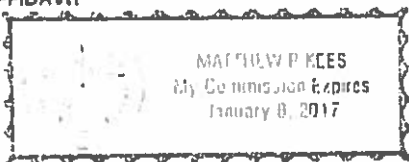
2480
EQUIPMENT MAINTENANCE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.



6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Nicole Adams

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicole Adams, this the 27 day of Oct, 2016, to certify which, witness my hand and seal of office.

Matthew P. Kees
Signature of officer administering oath

Matthew P. Kees
Printed name of officer administering oath

Notary Public
Title of officer administering oath

TECHNIQUE DATA SYSTEMS

Technique Data Systems, Inc

Phone: 972-772-5040 Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: 2480

Date: 9/27/2012

<u>Description</u>				<u>Type</u>	<u>Reference</u>			
END USER EQUIPMENT				ANNUAL				
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>	<u>Payment Method</u>	<u>Tax Code</u>	<u>Contract Price</u>		
9/27/2012	11/1/2015	10/31/2016	Active		DALLAS	\$ 850.00		
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips -----</u> <u>Included - Remaining</u>	<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u>
0	No	0 0	\$ 0.00		Annual			\$ 0.00

Basis: Time Period Time Remaining: 4 days

Includes Special Instructions

Items for Account: Galveston County Tax, No. 5280, ID: TDS Secure Remit 722 Moody Ave 21st Street 2nd Floor Galveston TX 77553

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number or Qty.</u>		
EQU-CANON CR-190i	CANON CR-190i DUPLEX 190PPM 200DPI					FG306273		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
12/31/2012		\$ 2,495.00	\$ 425.00			11/1/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number or Qty.</u>		
EQU-CANON CR-190i	CANON CR-190i CHECK SCANNER					FG325885		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
		\$ 2,545.00	\$ 425.00			11/23/201		Yes

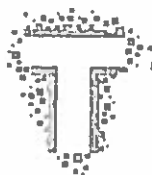


**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 10-19-2016		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes <input checked="" type="radio"/> No <input type="radio"/>		
4. Department Name: Tax Office				5. Department Contact: Cheryl E. Johnson			
6. Description: Annual Maintenance Agreement (2 canon CR-1901 Scanner)							
7. IFAS PEID No: 710840		8. IFAS Req No:		9. Orgkey: 1101-151500		10. Object Code: 54230000	
11. Vendor: Technique Data Systems				12. Vendor Contract No:			
13. Requested Legal Review: Yes <input checked="" type="radio"/> No <input type="radio"/> (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maint E Repairs Equipment	54230000	850	850				
22. Totals:			850				
To Be Completed By Purchasing Department							
Contract Start Date: 11/1/16		Auto Renewal Contract: Yes <input checked="" type="radio"/> No <input type="radio"/>		Bid No: N/A			
Contract End Date: 10/31/17		Contract # Issued By Purchasing: CM17043					

~~* 10-1101295~~

Approved By:	Signature	Date
Department Head:	Cheryl E. Johnson <i>Sheryl R. Swift</i>	10/20/16
Purchasing Agent:	<i>[Signature]</i>	10-26-16
County Legal:	<i>[Signature]</i>	10/27/2016
Contract listed in Budget Documentation <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Budget Officer:	<i>[Signature]</i>	10/28/16
Budget Available and Funds are/will be Available <input checked="" type="radio"/> YES <input type="radio"/> NO		
County Auditor:	<i>[Signature]</i>	10/28/16



TECHNIQUE DATA SYSTEMS

Technique Data Systems, Inc

Phone: 972-772-5040 Fax: 972-722-6052

1930 Alpha Drive, Suite 300

Rockwall, TX 75087

Contract

No: **2480**

Date: **9/27/2012**

<u>Description</u>				<u>Type</u>	<u>Reference</u>			
END USER EQUIPMENT				ANNUAL				
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>	<u>Payment Method</u>	<u>Tax Code</u>	<u>Contract Price</u>		
9/27/2012	11/1/2015	10/31/2016	Active		DALLAS	\$ 850.00		
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips -----</u> <u>Included - Remaining</u>	<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u>
0	No	0 0	\$ 0.00		Annual			\$ 0.00

Basis: Time Period Time Remaining: 53 days

Includes

Special Instructions

Items for Account: Galveston County Tax, No. 5280, ID: TDS Secure Remit 722 Moody Ave 21st Street 2nd Floor Galveston TX 77553

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
EQU-CANON CR-190i	CANON CR-190i DUPLEX 190PPM 200DPI					FG306273		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
12/31/2012		\$ 2,495.00	\$ 425.00			11/1/2015		Yes

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
EQU-CANON CR-190i	CANON CR-190i CHECK SCANNER					FG325885		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
		\$ 2,545.00	\$ 425.00			11/23/201		Yes

INTERNAL

PR#: CR 700720
PO#: C702623

PEID #: 710840 SELECTED ADDRESS CODE: 151500

PAYEE NAME: Technique Data Systems

REIMBURSEMENT SELECTION CHOICES

MILEAGE: _____ X _____ = \$ _____

HOTEL: \$ _____

MEALS: \$ _____

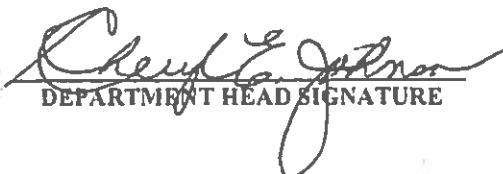
OTHER: \$ 1800.00 (Renewal of Annual Maintenance Agreement Contract 1528
10/1/16-9/30/17)
DESCRIPTION

"OTHER" MAY BE USED FOR A MISCELLANEOUS REIMBURSEMENT OR PRIORITY PO AND DOES NOT HAVE TO BE TRAVEL RELATED EXPENSE.

GRAND TOTAL: \$ 1800.00

NOTES

RETURN TO: Teri Janik or Emily Hudler


DEPARTMENT HEAD SIGNATURE

2107/51552-5423701
ACCOUNT NUMBER

Cheryl E. Johnson, RTA
PRINTED NAME

Tax Office
DEPARTMENT NAME

09/07/2016
DATE

Need copy of check ASAP so that reimbursement from S&S is accomplished timely. cex 9/7/16

CM17045

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Technique Data Systems, Inc.
ROCKWALL, TX United States

Certificate Number:
2016-129925

Date Filed:
10/27/2016

Date Acknowledged:

10/28/16

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1528

SOFTWARE MAINTENANCE

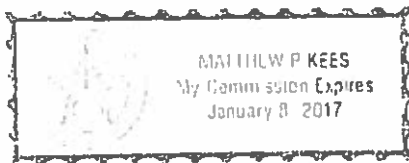
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Nicole Adams

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Nicole Adams, this the 27 day of Oct, 2016, to certify which, witness my hand and seal of office.

Matthew P. Kees

Signature of officer administering oath

Matthew P. Kees

Printed name of officer administering oath

Sherry Public

Title of officer administering oath

**TECHNIQUE
DATA SYSTEMS**

Technique Data Systems, Inc
Phone: 972-772-5040 Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **1528**
Date: **3/27/2009**

Note: This Contract has expired - the Expiration date has passed

<u>Description</u> SOFTWARE MAINTENANCE				<u>Type</u> ANNUAL		<u>Reference</u> FORMXTR: SECURE RE		
<u>Written on</u> 3/27/2009	<u>Start Date</u> 10/1/2015	<u>Expires</u> 9/30/2016	<u>Status</u> Expired	<u>Payment Method</u> Net Due		<u>Tax Code</u> <Exempt>	<u>Contract Price</u> \$ 1,800.00	
<u>Response Time (Hrs.)</u> 0	<u>Limit to Items On Contract</u> No	<u>----- Trips -----</u> <u>Included - Remaining</u> 0 0	<u>Per Call Charge</u> \$ 0.00	<u>Assigned Tech</u>	<u>Billing Cycle</u> Annual	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u> \$ 0.00

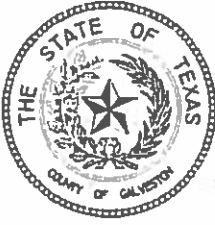
Basis: Time Period Time Remaining: -27 days

Includes

Special Instructions

Items for Account: Galveston County Voter, No. 4372, ID: TDS Secure Remit 722 Moody Avenue Galveston TX 77550-2317

<u>Item ID</u>	<u>Item Description</u>			<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT FORMXTR: SECURE REM	FORMXTR: SECURE REMIT DOCS				RM7-TQD-53852-BEA6B		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>
6/27/2009		\$ 8,000.00	\$ 1,800.00			10/1/2015	
							<u>In Customer Inventory?</u> Yes



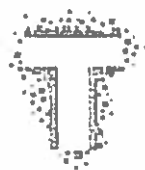
**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 10-19-2016		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contracts: <u>Yes</u> / No		
4. Department Name: Tax Office				5. Department Contact: Cheryl E. Johnson			
6. Description: Annual Software Maintenance Agreement (Secure Remit)							
7. IFAS PEID No: 710840		8. IFAS Req No:		9. Orgkey: 2107-151562		10. Object Code: 5423701	
11. Vendor: Technique Data Systems				12. Vendor Contract No: 1528			
13. Requested Legal Review: Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maintenance Services	5423701	2,375	1,800				
	5423000	155					
22. Totals:			1,800				
To Be Completed By Purchasing Department							
Contract Start Date: 10/1/16		Auto Renewal Contract: Yes / No		Bid No: N/A			
Contract End Date: 9/30/17		Contract # Issued By Purchasing: CM17045					

~~* NO 1101255~~

Expense Budgeted
in 5423000/155

Approved By:	Signature	Date
Department Head:	Shant R Smith for Cheryl E Johnson	10/20/16
Purchasing Agent:	[Signature]	10-26-16
County Legal:	[Signature]	10/27/2016
Contract listed in Budget Documentation YES NO		
County Budget Office:	[Signature]	10/28/16
Budget Available and Funds are/will be Available YES NO		
County Auditor:	[Signature]	10/28/16



TECHNIQUE DATA SYSTEMS

Invoice

Invoice Number: 045718

Invoice Date: Aug 25, 2016

Page: 1

1930 Alpha Drive · Suite 300 · Rockwall, TX 75087

Phone: (972) 772-5040

Fax: (972) 722-6052

www.techdatasystems.com

Sold To:

GALVESTON COUNTY VOTER OFFICE
ATTN: SHERYL SWIFT
PO BOX 1169
GALVESTON, TX 77553-1169

Ship to:

TAX ASSESSOR COLLECTOR
722 MOODY AVE.
GALVESTON, TX 77550-2317

Customer ID

GALVESTON COUNTY AUD

Customer PO

Payment Terms

Net Due

Sales Rep ID

Shipping Method

UPS GROUND

Ship Date

Due Date

9/25/16

Quantity	Item	Description	Unit Price	Extension
1.00	MAINTENANCE	RENEWAL OF SOFTWARE MAINTENANCE AGREEMENT CONTRACT 1528 EFFECTIVE 10/1/16 - 9/30/17 (TDS SECURE REMIT)	1,800.00	1,800.00

Federal Tax ID# 75-2381117

Subtotal

1,800.00

Sales Tax

Freight

Total Invoice Amount

1,800.00

Payment Received

TOTAL

1,800.00

Check No:



TECHNIQUE DATA SYSTEMS

Technique Data Systems, Inc

Phone: 972-772-5040 Fax: 972-722-6052
1930 Alpha Drive, Suite 300
Rockwall, TX 75087

Contract

No: **1528**

Date: **3/27/2009**

<u>Description</u>					<u>Type</u>	<u>Reference</u>			
SOFTWARE MAINTENANCE					ANNUAL	FORMXTR: SECURE RE			
<u>Written on</u>	<u>Start Date</u>	<u>Expires</u>	<u>Status</u>		<u>Payment Method</u>	<u>Tax Code</u>	<u>Contract Price</u>		
3/27/2009	10/1/2015	9/30/2016	Active		Net Due	<Exempt>	\$ 1,800.00		
<u>Response Time (Hrs.)</u>	<u>Limit to Items On Contract</u>	<u>----- Trips -----</u> <u>Included - Remaining</u>	<u>Per Call Charge</u>	<u>Assigned Tech</u>	<u>Billing Cycle</u>	<u>Last Billing</u>	<u>Billed Thru</u>	<u>Amount Billed to-date</u>	
0	No	0 0	\$ 0.00		Annual			\$ 0.00	

Basis: Time Period Time Remaining: 43 days

Includes

Special Instructions

Items for Account: Galveston County Voter, No. 4372, ID: TDS Secure Remit 722 Moody Avenue Galveston TX 77550-2317

<u>Item ID</u>	<u>Item Description</u>				<u>Reference</u>	<u>Serial Number</u>	<u>or</u>	<u>Qty.</u>
SOF-AT FORMXTR: SECURE REM	FORMXTR: SECURE REMIT DOCS					RM7-TQD-53852-BEA6B		
<u>Warranted thru</u>	<u>Cancelled Date</u>	<u>List Price</u>	<u>Yearly Price</u>	<u>Renewal List %</u>	<u>Amt. Billed To-date</u>	<u>Start Date</u>	<u>Billed thru Date</u>	<u>In Customer Inventory?</u>
6/27/2009		\$ 8,000.00	\$ 1,800.00			10/1/2015		Yes

AGENDA ITEM #2.

Check Register

KEVIN C. WALSH, CPA

Account ID: **160**
Batch ID: **5336**
User ID: **BIGFORD_B**

Payee Name	Check		Printed		Check Amount
	Number	Date	Date	Time	
Amanda H. Johnson	21565	11/14/2016	11/14/2016	09:01:25	79.00
Number of Checks:	1	Batch ID:	5336		\$79.00
Total of Checks:	1	Account ID:	160		\$79.00

Account ID: **161**
Batch ID: **5336**
User ID: **BIGFORD_B**

Payee Name	Check		Printed		Check Amount
	Number	Date	Date	Time	
Brazoria County Constable Pct. 3	1721	11/14/2016	11/14/2016	09:01:20	150.00
HARRIS COUNTY CONSTABLE PRECINCT	1722	11/14/2016	11/14/2016	09:01:20	75.00
FORT BEND COUNTY CONSTABLE PRECII	1723	11/14/2016	11/14/2016	09:01:21	65.00
Alphonzo Diago Wright	1724	11/14/2016	11/14/2016	09:01:22	3.00
Number of Checks:	4	Batch ID:	5336		\$293.00
Total of Checks:	4	Account ID:	161		\$293.00

Account ID: **168**
Batch ID: **5336**
User ID: **BIGFORD_B**

Payee Name	Check		Printed		Check Amount
	Number	Date	Date	Time	
Texas Department of Public Safety Restitutior	301860	11/14/2016	11/14/2016	09:01:23	65.00
Sterling Jewelers/Sterling, INC	301861	11/14/2016	11/14/2016	09:01:23	80.44
BELINDA ROGERS	301862	11/14/2016	11/14/2016	09:01:24	50.00
Number of Checks:	3	Batch ID:	5336		\$195.44
Total of Checks:	3	Account ID:	168		\$195.44
Grand Total:	8				\$567.44

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00021565**
Check Date: **11/14/2016**

Case Number	Reference	Description	Amount
PR-0076805	1266404	Estate of William P. Miller, Deceased	79.00
Check Total:			79.00

Amanda H. Johnson
711 Sixth Street North
Post Office Box 1797
Texas City TX 77592-1797

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00021565
11/14/2016

* * * * * \$79.00
SEVEN NINE CTS CTS

PAY: SEVENTY-NINE AND 00/100

\$79.00

TO THE ORDER OF:

Amanda H. Johnson
711 Sixth Street North
Post Office Box 1797
Texas City TX 77592-1797

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Amanda H. Johnson
711 Sixth Street North
Post Office Box 1797
Texas City TX 77592-1797

AGENDA ITEM #3.

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001725**
Check Date: **11/18/2016**

Case Number	Reference	Description	Amount
12-TX-0257	338970	Galveston County Water Control and Improvement District # 8, et	75.00
Check Total:			75.00

DALLAS COUNTY CONSTABLE PRECINCT 5
410 S BECKLEY AVE
DALLAS, TX 75203-2679

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001725
11/18/2016

* * * * * \$ **75.00**
SEVEN FIVE CTS CTS

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

DALLAS COUNTY CONSTABLE PRECINCT 5
410 S BECKLEY AVE
DALLAS, TX 75203-2679

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

DALLAS COUNTY CONSTABLE PRECINCT 5
410 S BECKLEY AVE
DALLAS, TX 75203-2679

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: OD00001726
Check Date: 11/18/2016

Case Number	Reference	Description	Amount
15-TX-0258	1222580	SANTA FE INDEPENDENT SCHOOL DISTRICT, et al vs. RICKY HAROLD NAR	80.00
Check Total:			80.00

DALLAS COUNTY CONSTABLE PRECINT 1
7201 S POLK
DALLAS, TX 75237

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001726
11/18/2016

* * * * * \$80.00
EIGHT ZERO CTS CTS

PAY: EIGHTY AND 00/100

\$80.00

TO THE ORDER OF:

DALLAS COUNTY CONSTABLE PRECINT 1
7201 S POLK
DALLAS, TX 75237

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

DALLAS COUNTY CONSTABLE PRECINT 1
7201 S POLK
DALLAS, TX 75237

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001727**
Check Date: **11/18/2016**

Case Number	Reference	Description	Amount
16-TX-0194	1271703	DICKINSON INDEPENDENT SCHOOL DISTRICT vs. JESUS REYNA CONSTRUC	64.76
Check Total:			64.76

HARRIS COUNTY CONSTABLE PRECINCT 6
333 LOCKWOOD DR
HOUSTON, TX 77011

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001727
11/18/2016

* * * * * \$ **6476**
SIX FOUR CTS CTS

PAY: SIXTY-FOUR AND 76/100

\$64.76

TO THE ORDER OF:

HARRIS COUNTY CONSTABLE PRECINCT 6
333 LOCKWOOD DR
HOUSTON, TX 77011

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

HARRIS COUNTY CONSTABLE PRECINCT 6
333 LOCKWOOD DR
HOUSTON, TX 77011

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001728**
Check Date: **11/18/2016**

Case Number	Reference	Description	Amount
13-TX-0489	1153075	Galveston County, et al vs. John D Ener, et al	70.00
Check Total:			70.00

WILLIAMSON COUNTY CONSTABLE PRECINCT 3
301 S INNER LOOP
STE 102
GEORGETOWN, TX 78626

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001728
11/18/2016

* * * * * \$70.00
SEVEN ZERO QTS CTS

PAY: SEVENTY AND 00/100

\$70.00

TO THE ORDER OF:

WILLIAMSON COUNTY CONSTABLE PRECINCT 3
301 S INNER LOOP
STE 102
GEORGETOWN, TX 78626

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

WILLIAMSON COUNTY CONSTABLE PRECINCT 3
301 S INNER LOOP
STE 102
GEORGETOWN, TX 78626

Check Register

KEVIN C. WALSH, CPA

Account ID: **161**
Batch ID: **5346**
User ID: **BIGFORD_B**

Payee Name	Check		Printed		Check Amount
	Number	Date	Date	Time	
DALLAS COUNTY CONSTABLE PRECINCT	1725	11/18/2016	11/18/2016	09:21:49	75.00
DALLAS COUNTY CONSTABLE PRECINT 1	1726	11/18/2016	11/18/2016	09:21:49	80.00
HARRIS COUNTY CONSTABLE PRECINCT	1727	11/18/2016	11/18/2016	09:21:50	64.76
WILLIAMSON COUNTY CONSTABLE PREC	1728	11/18/2016	11/18/2016	09:21:50	70.00
Number of Checks: 4 Batch ID: 5346					\$289.76
Total of Checks: 4 Account ID: 161					\$289.76
Grand Total: 4					\$289.76

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001729**
Check Date: **11/23/2016**

Case Number	Reference	Description	Amount
04-TX-0471	309321	GALVESTON, COUNTY OF VS. DAVIS, VERLINE, ET AL	199.60
Check Total:			199.60

TRAVIS COUNTY CONSTABLE PCT 5
P O BOX 1748
AUSTIN, TX 78767

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001729
11/23/2016

* * * * * \$199.60
ONE NINE NINE CTS CTS

PAY: ONE HUNDRED NINETY-NINE AND 60/100

\$199.60

TO THE ORDER OF:

TRAVIS COUNTY CONSTABLE PCT 5
P O BOX 1748
AUSTIN, TX 78767

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

TRAVIS COUNTY CONSTABLE PCT 5
P O BOX 1748
AUSTIN, TX 78767

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001730**
Check Date: **11/23/2016**

Case Number	Reference	Description	Amount
04-TX-0318	309168	GALVESTON, COUNTY OF VS. JOHNSON, EMMA L., ET AL	19.68
13-TX-0056	1135206	Galveston County, et al vs. Gregory B. Hayes, et al	150.00
16-TX-0054	1260231	Galveston County, et al vs. Allen Robinson	75.00
Check Total:			244.68

Harris County Constable Precinct 2
101 S. Richey, Suite C
Pasadena, TX 77506

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001730
11/23/2016

* * * * * **\$244.68**
TWO FOUR FOUR CTS CTS

PAY: TWO HUNDRED FORTY-FOUR AND 68/100

\$244.68

TO THE ORDER OF:

Harris County Constable Precinct 2
101 S. Richey, Suite C
Pasadena, TX 77506

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Harris County Constable Precinct 2
101 S. Richey, Suite C
Pasadena, TX 77506

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001731**
Check Date: **11/23/2016**

Case Number	Reference	Description	Amount
08-TX-0049	312932	GALVESTON, COUNTY OF VS. SHILO, SAMANTHA JONES, ET AL	150.00
Check Total:			150.00

Harris County Constable Precinct 1
1302 Preston, 3rd floor
Houston, TX 77002

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001731
11/23/2016

* * * * * \$150.00
ONE FIVE ZERO CTS CTS

PAY: ONE HUNDRED FIFTY AND 00/100

\$150.00

TO THE ORDER OF:

Harris County Constable Precinct 1
1302 Preston, 3rd floor
Houston, TX 77002

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Harris County Constable Precinct 1
1302 Preston, 3rd floor
Houston, TX 77002

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001732**
Check Date: **11/23/2016**

Case Number	Reference	Description	Amount
15-TX-0695	1242560	Galveston County, et al vs. Tom Andersen, et al	75.00
Check Total:			75.00

Harris County Constable Precinct 8
7330 Spencer Hwy # 107
Pasadena, TX 77505

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001732
11/23/2016

* * * * * \$75.00
SEVEN FIVE CTS CTS

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

Harris County Constable Precinct 8
7330 Spencer Hwy # 107
Pasadena, TX 77505

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Harris County Constable Precinct 8
7330 Spencer Hwy # 107
Pasadena, TX 77505

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001733**
Check Date: **11/23/2016**

Case Number	Reference	Description	Amount
04-TX-0471	309321	GALVESTON, COUNTY OF VS. DAVIS, VERLINE, ET AL	69.86
13-TX-0056	1135206	Galveston County, et al vs. Gregory B. Hayes, et al	75.00
13-TX-0499	1153565	Galveston County, et al vs. Frank Battaglia, et al	75.00
Check Total:			219.86

DALLAS COUNTY CONSTABLE PRECINCT 5
410 S BECKLEY AVE
DALLAS, TX 75203-2679

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001733
11/23/2016

* * * * * \$21986
TWO ONE NINE CTS CTS

PAY: TWO HUNDRED NINETEEN AND 86/100

TO THE ORDER OF:

DALLAS COUNTY CONSTABLE PRECINCT 5
410 S BECKLEY AVE
DALLAS, TX 75203-2679

\$219.86

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

DALLAS COUNTY CONSTABLE PRECINCT 5
410 S BECKLEY AVE
DALLAS, TX 75203-2679

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001734**
Check Date: **11/23/2016**

Case Number	Reference	Description	Amount
13-TX-0056	1135206	Galveston County, et al vs. Gregory B. Hayes, et al	80.00
Check Total:			80.00

DALLAS COUNTY CONSTABLE PRECINT 1
7201 S POLK
DALLAS, TX 75237

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001734
11/23/2016

***** \$80.00
EIGHT ZERO CTS CTS

PAY: EIGHTY AND 00/100

\$80.00

TO THE ORDER OF:

DALLAS COUNTY CONSTABLE PRECINT 1
7201 S POLK
DALLAS, TX 75237

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

DALLAS COUNTY CONSTABLE PRECINT 1
7201 S POLK
DALLAS, TX 75237

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001735**
Check Date: **11/23/2016**

Case Number	Reference	Description	Amount
13-TX-0499	1153565	Galveston County, et al vs. Frank Battaglia, et al	75.00
Check Total:			75.00

DALLAS COUNTY CONSTABLE PRECINCT 3
1411 W BELTLINE RD
STE 100
RICHARDSON, TX 75080

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001735
11/23/2016

* * * * * \$75.00
SEVEN FIVE CTS CTS

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

DALLAS COUNTY CONSTABLE PRECINCT 3
1411 W BELTLINE RD
STE 100
RICHARDSON, TX 75080

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

DALLAS COUNTY CONSTABLE PRECINCT 3
1411 W BELTLINE RD
STE 100
RICHARDSON, TX 75080

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001736**
Check Date: **11/23/2016**

Case Number	Reference	Description	Amount
11-TX-0360	332145	Galveston County, et al vs. Regina Venegas	75.00
Check Total:			75.00

Limestone County Sheriff's Department
1221 E Yeagua ST
Groesbeck, TX 76642

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001736
11/23/2016

* * * * * \$75.00
SEVEN FIVE CTS CTS

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

Limestone County Sheriff's Department
1221 E Yeagua ST
Groesbeck, TX 76642

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Limestone County Sheriff's Department
1221 E Yeagua ST
Groesbeck, TX 76642

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001737**
Check Date: **11/23/2016**

Case Number	Reference	Description	Amount
11-TX-0360	332145	Galveston County, et al vs. Regina Venegas	65.00
Check Total:			65.00

Hill County Sheriff's Department
406 Hall ST
Hillsboro, TX 76645

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001737
11/23/2016

* * * * * \$ **65.00**
SIX FIVE CTS CTS

PAY: SIXTY-FIVE AND 00/100

\$65.00

TO THE ORDER OF:

Hill County Sheriff's Department
406 Hall ST
Hillsboro, TX 76645

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Hill County Sheriff's Department
406 Hall ST
Hillsboro, TX 76645

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER

Check No: **OD00001738**
Check Date: **11/23/2016**

Case Number	Reference	Description	Amount
13-TX-0499	1153565	Galveston County, et al vs. Frank Battaglia, et al	75.00
Check Total:			75.00

Collin County Sheriff's Office
4300 Community Ave.
McKinney, TX 75071

Comments:

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor

88-2265/1131-59

OD00001738
11/23/2016

* * * * * \$75.00
SEVEN FIVE CTS CTS

PAY: SEVENTY-FIVE AND 00/100

\$75.00

TO THE ORDER OF:

Collin County Sheriff's Office
4300 Community Ave.
McKinney, TX 75071

NON-NEGOTIABLE COPY

KEVIN C. WALSH, CPA
GALVESTON COUNTY TREASURER
(409) 770-5395
722 Moody Ave, 4th Floor
Galveston, Texas 77550

Collin County Sheriff's Office
4300 Community Ave.
McKinney, TX 75071

Check Register

KEVIN C. WALSH, CPA

Account ID: **161**
Batch ID: **5362**
User ID: **BIGFORD_B**

Payee Name	Check		Printed		Check Amount
	Number	Date	Date	Time	
TRAVIS COUNTY CONSTABLE PCT 5	1729	11/23/2016	11/23/2016	09:10:27	199.60
Harris County Constable Precinct 2	1730	11/23/2016	11/23/2016	09:10:28	244.68
Harris County Constable Precinct 1	1731	11/23/2016	11/23/2016	09:10:28	150.00
Harris County Constable Precinct 8	1732	11/23/2016	11/23/2016	09:10:29	75.00
DALLAS COUNTY CONSTABLE PRECINCT	1733	11/23/2016	11/23/2016	09:10:30	219.86
DALLAS COUNTY CONSTABLE PRECINCT 1	1734	11/23/2016	11/23/2016	09:10:30	80.00
DALLAS COUNTY CONSTABLE PRECINCT	1735	11/23/2016	11/23/2016	09:10:31	75.00
Limestone County Sheriff's Department	1736	11/23/2016	11/23/2016	09:10:32	75.00
Hill County Sheriff's Department	1737	11/23/2016	11/23/2016	09:10:32	65.00
Collin County Sheriff's Office	1738	11/23/2016	11/23/2016	09:10:33	75.00
Number of Checks:	10	Batch ID:	5362		\$1,259.14
Total of Checks:	10	Account ID:	161		\$1,259.14
Grand Total:	10				\$1,259.14

AGENDA ITEM #4.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: <u>11-17-16</u>		2. Contract Type: Expense <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Other <input type="checkbox"/>		3. Renewal Contract: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
4. Department Name: <u>Human Resources</u>				5. Department Contact: <u>Kathy Branch</u>			
6. Description: <u>Employee Assistance Program</u>							
7. IFAS PEID No: <u>400917</u>		8. IFAS Req No:		9. Orgkey: <u>6123-155021</u>		10. Object Code: <u>5491704</u>	
11. Vendor: <u>Interface EAP, Inc.</u>				12. Vendor Contract No: <u>CM12075</u>			
13. Requested Legal Review: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
<u>Non-Medical Group Ins.</u>	<u>6123</u>	<u>50,000</u>	<u>\$ not to exceed \$50,000</u>				
22. Totals:							
To Be Completed By Purchasing Department							
Contract Start Date: <u>11/1/17</u>		Auto Renewal Contract: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Bid No: <u>NIA</u>			
Contract End Date: <u>12/31/17</u>		Contract # Issued By Purchasing: <u>CM17062</u>		Form 1295 Certificate #:			

* Kathy Branch waiting on HB1295

Approved By:	Signature	Date
Department Head:	<u>Katherine Branch</u>	<u>11-17-16</u>
Purchasing Agent:	<u>[Signature]</u>	<u>11-17-16</u>
County Legal:	<u>Myrna Remond</u>	<u>11-29-16</u>
Contract Listed in Budget Documentation: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
County Budget Officer:	<u>[Signature]</u>	<u>11-29-16</u>
Budget Available and Funds are/will be Available: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
County Auditor:	<u>[Signature]</u>	<u>11-29-16</u>

CM17062

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-138167

Date Filed:
11/17/2016

Date Acknowledged:

11/17/16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Interface EAP, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

C027
Employee Assistance Program

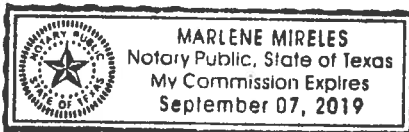
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daries, Stephanie	Houston, TX United States	X	
	Thompson, Wanna	Houston, TX United States	X	
	Sams, Karen	Houston, TX United States	X	
	Mary, Dan	Houston, TX United States	X	
	Newman, Fred	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dan Mary, this the 17th day of November, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Marlene Mireles
Printed name of officer administering oath

Notary, State of Texas
Title of officer administering oath

CONTRACT
for
THE COUNTY OF GALVESTON
and
**THE GALVESTON COUNTY COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT**

EMPLOYEE ASSISTANCE PROGRAM

Provided
by
Interface EAP, Inc.

This Agreement is by and between the County of Galveston, Texas (**County**), the Galveston County Community Supervision and Corrections Department (**Adult Probation Department**), and Interface EAP, Inc. (**Interface**). This Agreement is for an Employee Assistance Program (EAP) provided by **Interface** to the **County** and the **Adult Probation Department**. This Agreement encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

I. Services

The services to be provided by **Interface** are as follows:

1. Twenty-four hour telephone service with both a local Houston and a toll-free national number for employees and family members to use for any personal problem.

2. Diagnosis, assessment, initial treatment planning, and referral if necessary for personal problems, particularly those with the potential for affecting work performance. This includes consultation with our professionals until an accurate diagnosis and initial treatment plan is reached for each client of the EAP.

3. Continued Supervisory/Management training will be provided. This will include training on recognizing, documenting, and referring an employee to the EAP as well as providing information on all services provided by the EAP.

4. Employee orientation will be available to familiarize all employees with the services provided by the EAP and the process for utilizing the program.

NOTE: Both Supervisory/Management training and employee orientations will be presented either by video or in person by a Program Coordinator and will include printed materials. A total of 14 hours will be available to the **County** for Supervisory/Management Training and/or Employee Orientation.

5. Ongoing program awareness in the form of posters, handouts, and promotional flyers for distribution and display.

6. Assistance in establishing a clear policy letter concerning the **County's** position on employees who use the EAP.

7. Quarterly utilization reports. This will include nature of the contact, referral source, and demographics of employees, providing that such information will not jeopardize confidentiality.

8. Access to participant website (www.4eap.com) which includes online access to supplemental EAP resource information, including: EAP request for services, frequently asked questions, legal resources, financial resources, Work/Life and Wellness resources. The Work/Life database contains resources for topics including child care, elder care, adoption, school, and college. The Wellness program includes a variety of educational materials, personal

health profiles, and on-line access to health coaches who are healthcare professionals with backgrounds in nutrition, exercise physiology, health education, public health, and health promotion.

9. Critical Incident Stress Debriefing (CISD) to take place between 24 and 72 hours after a traumatic event. Wellness Seminars will also be made available with topics to be chosen by the **County**. A total of 4 one-hour on-site sessions per plan year will be available to the **County** for Wellness Seminars. Critical Incident Stress Debriefing will be provided as needed upon a qualifying event.

10. Two (2) days per plan year will be available to the **County** for Health Fairs.

11. Services requested and provided beyond those outlined in this Agreement will be billed to the **County** at a mutually acceptable cost agreed to in advance in writing by the Parties.

12. The services offered through this Section I are available to the **County**. **Adult Probation Department** employees are eligible to participate in the services specified in this Section I through the provision of such services to the **County**.

II. Procedures

An employee or family member of an employee (employee/family member) will have initial contact with a clinically trained care coordinator at **Interface**. A case will be opened and the employee/family member will be referred to a licensed counselor established in private practice with experience in the area of the presenting problem in **Interface's** network. The employee/family member may request another counselor for any reason after the first session without losing that session as one of the allotted sessions for that problem. For employees, the employee, a supervisor, or both may initiate contact. For a family member of an employee, the family member may be referred to the program by the family member's own call or by a referral of the employee.

When an employee/family member contacts EAP, the employee/family member will be directed to the most convenient office location in their area, where a licensed counselor will be assigned to diagnose, assess, formulate an initial treatment plan, and if necessary refer for additional treatment. In all instances the need and/or problem will be addressed. The goal of the counseling process for an employee will be the employee's effective return to full productivity.

III. Publicity of Services

The **County**, through its Human Resources Department, will inform its employees and employees of the **Adult Probation Department** of the services provided by **Interface** and shall inform employees that the program is confidential and that any employee seeking assistance will not jeopardize the employee's position with the **County** or the **Adult Probation Department**, as applicable.

Interface will provide literature in the form of brochures describing the EAP and all services included in Section I of this Agreement.

IV. Reporting

When the initial contact is the result of a supervisory referral in regard to job performance issues, an **Interface** care coordinator will inform the employee's supervisor of the following: 1.) whether the employee has contacted the EAP; 2.) whether treatment goals have been established (without identification of those goals), and 3.) whether there is progress towards the treatment goals (but not the nature of that progress). Only with a release signed by the employee can **Interface** release any information to anyone, except as required by law. **Interface** encourages the supervisor to obtain a signed release from the employee when a supervisor refers an employee. **Interface** provides an employee release form that authorizes the release of this pertinent information to the supervisor.

Employees who make their own contact (self-referrals) with the EAP will be encouraged to share information with supervisors if deemed appropriate by the counselor. No reports will be made to the **County** or the **Adult Probation Department**, as applicable, concerning self-referrals other than the agreed upon reports in Section I. Neither the purpose nor content of the contact by any employee or family member will be revealed to any representative of the **County** or the **Adult Probation Department**, as applicable.

The **County** will provide a list of its employees and a list of employees of the **Adult Probation Department**, including the employees' social security numbers, to **Interface** for the purpose of verifying employment. An updated list will be provided quarterly, or as there are material changes in employment.

All agreed upon analysis are dependent on the existence of data to be provided by the **County** in a relatively accessible form with all due regard for the confidentiality of employees.

Except as provided herein or by law, the identity of the employee or family member, the nature of the contact, and the treatment progress and prognosis will be confidential and reported to no one without the written consent of the employee or family member.

V. Consultation

A clinically trained care coordinator and/or crisis counselor will be available to employees and family members 24 hours a day via a national toll free number to assist with any calls of a crisis nature. Supervisors may also call the EAP to assist in problem identification, documenting impaired job performance, intervention with a problem employee, or other concerns

Sessions with a counselor will be on an as needed basis and will be free of charge to the employee/family member as described herein. The EAP will be used first to obtain an assessment of the problem. If the problem is short term, additional EAP sessions will be available for the person seeking help. If the problem is long term, a referral to the appropriate

program(s) may be made prior to exhausting the full six (6) sessions. The maximum number of sessions provided free annually to each covered person seeking help is six (6) per problem and/or occurrence of using the EAP. If further treatment is needed that is not covered under insurance, **Interface** will work to make that treatment available at a reduced cost.

Referrals for legal problems are provided through Legal Access. Each covered family has a maximum of three (3) consultations with an attorney per plan year. The consultations with an attorney may be either in person or via telephone with the first 30 minutes at no charge. Additional services with the attorney are provided at a reduced rate.

In addition, employees will have three (3) Financial Planning sessions per family per plan year; all services are provided via telephone or in person.

VI. Hold Harmless Clause

Interface will indemnify and hold the **County** or the **Adult Probation Department**, as applicable, harmless from any and all claims, actions, liability and expenses including costs of judgments, settlements, court costs, and attorney fees, regardless of the outcome of such claim or action, caused by, resulting from or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was that of **Interface** or that of any person providing services thereunder through or for **Interface**. Upon notice from the **County** or the **Adult Probation Department**, as applicable, **Interface** will resist and defend at **Interface's** own expense, and by counsel reasonably satisfactory to the **County** or the **Adult Probation Department**, as applicable, any such claim or action.

VII. Program Cost

The monthly retainer charge for the services of **Interface** is as follows:

\$1.85 per employee per month for all benefit eligible employees of the County, and eligible COBRA and Retirees; and

\$1.85 per employee for month for all employees of the Adult Probation Department.

The above charge is to be paid in monthly installments based on the number of covered employees at the beginning of each month.

VIII. Term of Contract

This Agreement is effective on and from January 1, 2017 through December 31, 2017. Provided however, that upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect on a month-to-month basis not to exceed twenty-four (24) months at the rates set out in this Agreement, unless at least thirty (30) days written notice of termination in accordance with Section IX of this Agreement is given by any Party hereto to the remaining Parties, or any Party hereto provides at least thirty (30) days written notice to the

remaining parties of its intention not to renew, or a subsequent agreement is executed, which shall supersede this Agreement.

IX. Termination of Contract

The **County, Adult Probation Department, or Interface** may terminate this Agreement with at least thirty (30) days prior written notice to the non-terminating Parties. Notice shall be effective upon receipt by the non-terminating Parties. At the time of termination, **Interface** will direct any participant in treatment to verify benefits through the new vendor and to contact Galveston County's Human Resources Director. **Interface** will also notify the participant's provider of the termination of services, revoke any unused sessions, and direct the provider to verify benefits through the new vendor. **Interface** will not assume any financial responsibility for services that take place after the date of termination.

X. Warranty

Adult Probation Department enters this Agreement for the purpose of making EAP services available to its employees. **Adult Probation Department** guarantees and warrants that such a benefit is not otherwise available to its employees, that it has the authority to enter into this Agreement, and that the person signing hereto on behalf of the **Adult Probation Department** has authority to enter into this Agreement and to bind the **Adult Probation Department** to the provisions herein and that this Agreement constitutes the legal, valid, and binding agreement of the **Adult Probation Department**.

The **County** represents and warrants that it has authority to enter into this Agreement and that the person signing hereto on its behalf has full authority to bind the **County** to the provisions herein and that this Agreement constitutes the legal, valid, and binding agreement of the **County**.

Interface represents and warrants that it has authority to enter into this Agreement and that the person signing hereto on its behalf has full authority to bind **Interface** to the provisions herein and that this Agreement constitutes the legal, valid, and binding agreement of **Interface**.

XI. Notice

Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed by certified mail, return receipt requested with proper postage affixed, or may be transmitted by facsimile, to the addresses/facsimile numbers listed herein.

Interface:

Attention: Dan Mary
Vice President of Client Services and Marketing
Interface EAP, Inc.
2424 Wilcrest Dr., Suite 230
Houston, Texas 77042
Facsimile (713) 784-0425

County:

Attention: Katherine Branch, Human Resources Director
Galveston County Human Resources Department
722 Moody, 3rd Floor
Galveston, Texas 77550
Facsimile (409) 770-5351

With a copy to:

Galveston County Legal Department
722 Moody, 5th Floor
Galveston, Texas 77550
Facsimile (409) 770-5560

Adult Probation:

Attention: Dan Moore, Director
Galveston County Community Supervision and Corrections Department
123 Rosenberg, Suite 4040
Galveston, Texas 77550
Facsimile (409) 770-5530

If mailed, notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Services post office or receptacle, duly certified, return receipt requested, with proper postage affixed, addressed to the other Parties at the address described above or at such other address as a receiving Party may have theretofore given by written notice to the sending Party. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

The rest of this page is intentionally left blank

AGREED TO AND EXECUTED by the Parties hereto on triple (3) counterparts each of which shall be deemed to be an original, to be effective as of the date specified herein.

THE COUNTY OF GALVESTON:

By: _____

Title: _____

Print name: _____

Date signed: _____

ATTEST:

By: _____

Dwight D. Sullivan, County Clerk of
Galveston County, Texas

INTERFACE EAP, INC.:

By:  _____

Title: Vice President of Client Services and Marketing

Print name: Dan Mary

Date signed: 11/16/2016

**GALVESTON COUNTY COMMUNITY SUPERVISION AND
CORRECTIONS DEPARTMENT:**

By: _____

Title: _____

Print name: _____

Date signed: _____

AGENDA ITEM #5.

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date: 12-2-16 DEPARTMENT REQUESTING EXEMPTION: Collections

DATE JOB VACANT: 12-2-16 4PP END DATE: 2-8-17 DATE NEED FILLED: asap

JOB TITLE Collections Manager POSITION # 2

JOB POSTED Y CANDIDATE SELECTED BELOW 75% PROMOTION PC

BUDGETED POSITION Y SALARY GRADE-STEP 20d SALARY \$ 53,063 GRANT FUNDED N

CREATED POSITION N JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Coordinates administrative functions

JUSTIFICATION FOR EXEMPTION Short staffed

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH
WOULD THE OVERTIME COST? \$

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES,
MAKING THE ADDITIONAL HIRE NECESSARY? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM CHIEF HR OFFICER

RECOMMENDED NOT RECOMMENDED

REASON NOT RECOMMENDED

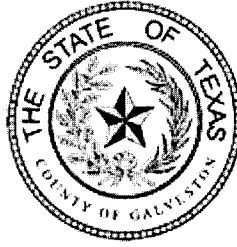
SUBMITTED FOR AGENDA ✓ DATE ON AGENDA 12-6-16

APPROVED

DOCUMENT ATTACHED : AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC?

WHO WILL APPEAR



Title: Collections Manager

Department: Collections

Division: n/a

Reports to: Sr. Collections Manager

Direct Reports: Senior Collections Clerk, Collections Clerk

JOB SUMMARY

This position is responsible for coordinating administrative pre-trial release functions of the department.

QUALIFICATIONS

- High School Diploma/GED
- 1-2+ years of experience working in office administration
- Must have proficient computer skills (Microsoft Office)
- Detailed orientated
- Exceptional written and oral communication skills
- Excellent skill in office organization and procedures
- Excellent phone skills
- Excellent customer service skills
- Must pass Criminal Background check

ESSENTIAL JOB FUNCTIONS

- Enter offender payment plan data into software collections database(s) and keep data current and up to date.
- Has a working knowledge of collection rules, regulations, policies and procedures, and maintains strict adherence to all applicable rules and regulations.
- Trains, directs, supervises, evaluates and disciplines department personnel in consultation with Director of Personal Bond Office/Jail Population Impact Control Coordinator
- Prepares and mails delinquencies and court notices for felony, personal and cash bond cases.
- Monitors felony offenders.
- Enters defendant history into database.
- Documents daily report-ins for felony cases.
- Corrects errors on cost bills.
- Enters and applies jail time credit for misdemeanor and felony cases.
- Prepares documents for felony and misdemeanor pay agreements.
- Prepares and processes affidavits to surrender.
- Issues warrants for Failure to Appear cases.
- Interviews defendants for payment plans.
- Ensures calls to defendants for nonpayment go out in a timely manner.
- Enters address changes.
- Runs delinquent payment reports.
- Closes misdemeanor and felony cases.
- Prints misdemeanor and felony bonds.
- Able to report regularly for work and be on time.

- Performs other duties as assigned by supervisor.

SOFT SKILLS

- Judgment/Decision Making**
Demonstrates consistent logic, rationality, and objectivity in decision-making. Achieves balance between quick decisiveness and slower, more thorough approaches, i.e., is neither indecisive nor a hip-shooter. Shows common sense. Anticipates consequences of decisions.
- Communication – Oral**
Communicates effectively one to one, in small groups and in public speaking contexts. Demonstrates fluency, "quickness on one's feet," clarify organization of thought processes, and command of the language. Easily articulates vision and standards. Keeps people informed.
- Organization/Planning**
Plans, organizes, schedules, and budgets in an efficient, productive manner. Focuses on key priorities. Effectively juggles multiple projects. Anticipates reasonable contingencies. Pays appropriate attention to detail. Manages personal time well.
- Business Literacy**
Understands and absorbs new information. Stays current with developments in our field. Expects others to stay current with developments in the field. Frequently shares new knowledge with others. Integrates new information to enhance existing models or create new ones. Helps others translate new information into practical application in our area.
- Customer Focus**
Regularly monitors customer satisfaction. Meets internal and external customer needs in ways that provide satisfaction and excellent results for the customer. Establishes "partner" relationships with customers. Regarded as visible and accessible by customers.
- Integrity**
"Ironclad." Does not cut corners, ethically. Remains consistent in terms of what one says and does and in terms of behavior toward others. Earns trust of coworkers. Maintains confidences. Puts organization's interests above self. Does what is right, not what is politically expedient. "Fights fair." Intellectually honest; does not "play games" with facts to win a point.
- Initiative**
Seeks out and seizes opportunities, goes beyond the "call of duty," finds ways to surmount barriers. Resourceful. Action-oriented "doer," achieving results despite lack of resources. Restimulates languishing projects. Shows bias for action ("do it now").
- Collaboration/Teamwork**
Cooperates with staff at all levels of the organization. Willingly reaches out to staff, volunteers and customers to proactively share information, knowledge, expertise, and time with others to achieve common goals. Works to overcome geographic, departmental, and/or Affiliate boundaries and establishes cohesive, effective relationships with peers. Enthusiastically supports the common goals and mission of the organization. Shares credit.
- Strategic Skills**
Determines opportunities and threats through comprehensive analysis of current and future trends. Accurately assesses own organization's competitive strengths and vulnerabilities. Make tactical and strategic adjustments, incorporating new data. Comprehends the "big picture." Reads latest books and articles on strategy. (This competency will be evaluated for selected executive level positions).
- Selecting "A" Players
(Topgrading/Staff Development)**
Top-grading through effectively recruiting and selecting not less than 90% "A Players" (not more than 10% mis-hires).
- Coaching/Training**
Actively and successfully trains and coaches people for current assignments, and develops them for promotion into positions in which they succeed. Provides challenging assignments. A people builder.
- Performance Management**
Fosters high levels of accountability through fair, hard-hitting performance management system. Measures performance thoroughly. Reinforces integrity in the system by personally monitoring performance of subordinates (without "over-supervising"), and rating/ranking people honestly (no "gifts," no taking the easy way out"). Ties in reward systems (*pay, promotion, removal). Free with deserved praise and recognition. Constructive in criticism. Provides frequent feedback.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed sitting at a desk or table or while intermittently sitting, standing, bending, crouching, or stooping. The employee occasionally lifts light and heavy objects.
- The work is typically performed in an office.
- Emergency Preparedness Tier Level: 4

PAY GRADE AND FLSA STATUS

- Pay Grade: 20 FLSA Status:

JOB DESCRIPTION CERTIFICATION

I certify that I have read and understand this job description and that it is an accurate description of my work.

Employee's Signature

Print Name

Date

Nothing in this job description constitutes a modification of the at-will nature of employment at Galveston County. Galveston County may discharge, or take any other adverse personnel action for any reason not prohibited by law at any time.

ADA/EOE

AGENDA ITEM #6.



COUNTY OF GALVESTON

On this the 6th day of December, 2016, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark A. Henry, County Judge;
Ryan L. Dennard, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

Whereas, on December 31, 2016, one of **Galveston County's** most dedicated and devoted public servants, **Debbie Riggs** will retire from her position as **Budget Analyst** for the **Galveston County Professional Services Department**; and

Whereas, **Debbie** began her career with the **Professional Services Department** formerly the **Finance and Administration Department** on August 24, 2004 and through the years she has served in various positions including Administrative Assistant, Budget Specialist, and Budget/Grant Specialist. Her duties included assisting in the development of the annual county budget, examining budget submissions for completeness and accuracy, and assisting in training county personnel. Regardless of her job assignment with the **Professional Services Department**, **Debbie** has consistently been an invaluable asset; and

Whereas, **Debbie's** knowledge, skill, and dedication to duty are all admirable traits well recognized and appreciated by those who have had the pleasure of coming in contact with her; and

Whereas, **Debbie** with her friendly attitude and skillful manners were well recognized and appreciated not only by her supervisors and co-workers but also by those who have had the pleasure of coming in contact with her. She will be sorely missed by all those who have had the privilege and honor of working with her; and

Whereas, the **Commissioners' Court of Galveston County, Texas** wishes to express its appreciation to **Debbie Riggs** for her faithful and devoted public service.

Now, Therefore, Be it Resolved, that the **Commissioners' Court of Galveston County, Texas** issues this **Resolution of Appreciation to Debbie Riggs** thanking her for her twelve years of faithful and unselfish dedication and devotion to all citizens of the County of Galveston.

Be it Further Resolved that a copy of this **Resolution** is spread upon the minutes of this **Court** and that the original hereof be furnished to **Debbie Riggs** in appreciation of her many years of hard work and wishes her much luck in all her future endeavors.

Upon Motion Duly Made and Seconded, the above **Resolution** was unanimously passed this 6th day of December 2016.

Attest:

County of Galveston, Texas
By:

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Ryan L. Dennard, Comm., Pct. #1

Stephen D. Holmes, Comm., Pct. #3

Joe Giusti, Comm., Pct. #2

Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #7.



GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT

1353 FM 646 West, Suite 101 • Dickinson, TX 77539
(409) 935-3911 • FAX (281) 534-8437

Serving Galveston County
and the Cities of:

Bayou Vista
Clear Lake Shores
Dickinson
Galveston
Hitchcock

Kemah
La Marque
Santa Fe
Texas City
Tiki Island
Jamaica Beach

November 16, 2016

Judge Mark Henry
Galveston County Commissioners Court
722 Moody, 2nd Floor
Galveston, TX 77550

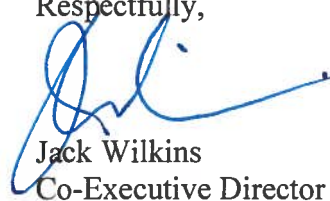
Dear Judge Henry,

Enclosed you will find a copy of the final FY 2017 budget for the Galveston County Emergency Communication District. This budget is for the operation of the Enhanced 9-1-1 system as well as the Regional Trunked Radio System. This budget was approved at the Board meeting held November 15, 2016. The enclosed copy is for your records.

If you should have any questions regarding the budget, please feel free to contact me at the District office at 409-935-3911.

As always, the District endeavors to provide emergency communications deserving of the occupants of Galveston County.

Respectfully,



Jack Wilkins
Co-Executive Director

JW/ksl

Enclosure: Copy of Final FY 2017 Budget

Galveston County Emergency Communication District

FINAL ANNUAL BUDGET

FY 2017



MISSION STATEMENT

THE GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT IS A WORLD CLASS PROVIDER OF ENHANCED 9-1-1 SERVICE DEDICATED TO PROVIDING AND IMPROVING A RELIABLE EMERGENCY COMMUNICATION NETWORK TO THE CITIZENS OF GALVESTON COUNTY LINKING THE PERSON(S) IN NEED TO THE RESPONDER(S) PROVIDING ASSISTANCE.

THE DISTRICT PROVIDES STATE OF THE ART EMERGENCY SERVICE RADIO COMMUNICATIONS, ENHANCED 9-1-1 TELECOMMUNICATION SERVICE, DATA BASE MAINTENANCE, CALL-TAKER EDUCATION, PUBLIC EDUCATION, AND IS DEDICATED TO MAINTAINING AN EDUCATED STAFF IN ORDER TO KEEP PACE WITH THE FAST PACED TECHNICAL ADVANCEMENTS WHICH BRING ABOUT CONTINUED CHANGES TO THE SERVICE.

VISION STATEMENT

THE GALVESTON COUNTY EMERGENCY COMMUNICATION DISTRICT BOARD, STAFF AND SUPPORTING JURISDICTIONS AND AGENCIES ARE THE PATHWAY TO THE FUTURE OF EMERGENCY COMMUNICATIONS FOR GALVESTON COUNTY AND ARE COMMITTED TO MAINTAINING GALVESTON COUNTY IN THE FOREFRONT OF THE FIELD OF EMERGENCY COMMUNICATIONS.

THIS VISION IS ACCOMPLISHED THROUGH:

PARTNERSHIPS WITH VALUED ASSOCIATES;

A PROCESS OF CONTINUED IMPROVEMENTS;

A COMMITMENT TO QUALITY; AND

A COMMITMENT TO RELIABLE EMERGENCY COMMUNICATIONS.

Board Members

C. T. "Tommy" Anderson, Board Chair

30 years, Galveston County Firefighters Association

Charlie Everts, Vice-Chair

6 years, Galveston County Mayors and Councilmembers Association

Louis Decker

12 years, Galveston County Mayors and Councilmembers Association

J. L. Campbell

6 years, Galveston County Commissioners Court

Paul Hopkins, Jr.

3 year, Galveston County Commissioners Court

Non-Voting Member

Bobby DeSanto

AT&T

Staff Members

Bobby C. Wright	Executive Director	27 years
Jack R. Wilkins	Excutive Director	20 years
David S. Brinkley	Operations Technician	17 years
Shiela K. Hunt	Administrative Manager	16 years
Tim Campbell	Data Comm Specialist	6 years
Kristin Leary	Administrative Assistant	3 years

Notes to Financial Statements

Below are some details of each line item in our budget.

INCOME ACCOUNTS

RTRS Subscriber Fees

A User Fee is based on a radio unit count for users with interlocal agreements for operation on the Regional Trunked Radio System. This budgeted amount is based on approximately 4,400 radios expected to be on the system in the year 2017 at a monthly rate of \$7.50 for participating Governmental radios and \$10.00 for Non-Governmental radios and \$9.00 for non-participating Government.

9-1-1 Fees:

Wireline Fees

Local telephone companies operating in the Districts service area collect revenues. The fees are based on 3.00% of the adjusted base rate of the major service provider, ATT. The incumbent telephone companies are ATT, Verizon and Cameron. The fee schedule is as follows:

\$0.62 per month on residential service

\$1.44 per month on business service

\$2.10 per month on trunks

Also included is revenue collected from Competitive Local Exchange Carriers (CLEC's) that operate in the Districts service area. These phone companies charge the same rate as the three Incumbent Telephone Companies. There are approximately 40 CLEC's operating within Galveston County. This proposed budget does not reflect a change in the rates. VOIP providers also offer service to consumers in our service area. The fee is based on 3% of the adjusted base rate of the major service provider, ATT, if the VOIP provider can determine if their customers are business or residential. If they cannot differentiate, they should pay the \$.50 VOIP Nomadic fee.

Wireless Fees

The District receives monies passed through from the State of Texas for wireless phone service. The wireless carriers collect \$0.50 per phone, per month. The wireless per unit rate is set by the Texas Legislature. This money is sent to the State and divided among the 9-1-1 Districts, Council of Governments and Home Rule Cities according to population totals. This proposed budget does not reflect a change in the rate (Set by Legislature).

Private Switch

The District currently has one private switch agreement. This agreement is with the Texas A&M campus on Pelican Island.

Interest Income:

Interest Income - Operating

This is an estimate of the income derived from interest on the funds on deposit in our Demand Deposit Account and any TexPool funds

Interest Income - Certificates

This is an estimate of the income derived from interest on the funds held in Certificates of Deposits.

Seminar Registration – Staff

This covers the registration fees for primarily national conferences and special purpose national training sessions for Staff members.

Regional/State Business Meeting

Regional and State meetings are typically HGAC, LOG (Galveston, Harris and Montgomery Counties), Texas Chapter National Emergency Number Association, Texas APCO, Texas Emergency Management, State 9-1-1 Commission, PUC, the Texas 9-1-1 Alliance and Legislative.

Insurance

The District has insurance coverage for fire, windstorm, flood, theft, general liabilities, auto, employment practices and workers compensation as well as coverage on equipment and liability coverage at the tower sites.

Professional Memberships and Services

Some of the District employees are members of National Emergency Number Association (NENA), Association of Public Safety Communications Officials (APCO), and Motorola Trunked User Group (MTUG) . Monthly accounting services, an annual audit, monthly legal representation and participation in the Texas 9-1-1 Alliance are all included in professional services.

Public Information and Education and Dispatcher Recognition

This is primarily for promotional items that are purchased and then furnished to the public education units of Police, Fire and EMS services for their programs. In addition, the District hosts an annual appreciation event for the Galveston County dispatchers/telecommunicators in September of each year.

Communications

This includes the Administrative office telephone cost, webpage and internet access. This also includes wireless communications as well as a VOIP phone and satellite phone for emergencies.

Training Library and Seminars for Dispatchers

The District pays for PSAP employees to attend various seminars per year..

Vehicle Allowance and Mileage Reimbursement

The District owns one vehicle. District employees are asked to use personal automobiles for District business when the District owned vehicle is in use. Mileage reimbursement is based on the IRS mileage rate. This also covers fuel and maintenance on the District owned vehicle.

RTRS Facilities and Equipment Maintenance

This covers the maintenance needed to keep the tower sites operational. Each RTRS tower site has a generator. The District contracts for generator service & inspections. Each RTRS tower site also has a UPS system that is covered under a maintenance agreement. We have a maintenance agreement with Harris County that covers the majority of the infrastructure at the tower sites. This also includes air conditioning repairs and labor for repairs not covered under the maintenance agreement. RTRS transmission lines and antennas are not covered by maintenance contracts.

RTRS and Operational Contingency

Every effort is made to accurately reflect our expenses in the current budget, however this account will cover any non-budgeted expense items. If the budgeted amount is not used, it will be contributed to the reserve fund.

Tower Rent / RTRS

The District leases one tower at Ginger Rd.

Capital Additions

There are no expected capital additions planned for 2017.

Contact Information

If you have any questions about Galveston County Emergency Communication District or about this proposed budget, please feel free to contact us.

BOBBY WRIGHT
EXECUTIVE DIRECTOR

JACK WILKINS
EXECUTIVE DIRECTOR

SHIELA HUNT
ADMINISTRATIVE MANAGER

Tel 409-935-3911
bobw@galco911.org

Tel 409-935-3911
jackw@galco911.org

Tel 409-935-3911
shielah@galco911.org

Company Information

Galveston County Emergency Communication District
1353 FM 646 Rd W, Suite 101
Dickinson, Texas 77539
409-935-3911
fax 281-534-8437

www.galco911.org



AGENDA ITEM #8.

Galveston County Emergency Communication (911) District

Consideration of approval of reappointment of the following individual to the above mentioned board:

1. Paul J. Hopkins - for a 2-year term ending 12/31/18

AGENDA ITEM #9.



COUNTY of GALVESTON

Department of Parks & Senior Services

4102 Main Street (FM 519) • La Marque, Texas 77568
Phone: (409) 934-8100 • Fax: (409) 621-7986

Bay Area Whip Dance Club 2017 Recurring Use Fee Reduction Request

***For use of the Indoor Pavilion at Walter Hall Park from 1/3/17-12/26/17 on Tuesdays from 7:00pm-10:00pm, based on availability due to upcoming construction/improvements.**

5.1.6 Recurring Use Fee Reduction. For non-profit entities who reserve facilities on a recurring basis, such as monthly or weekly, fee reductions may be approved on an annual basis by the Commissioners Court following these guidelines:

- i) A deposit of \$250.00 will be made biannually and may be rolled over (if cash) as requested to ensure the protection of the property.
- ii) All requirements of the Facility Permitting Policy will be followed.
- iii) Request for recurring use must pose no undue burden to the Parks and Senior Services Department, such as additional staff nor displacement of other activities or reservations.
- iv) Provide proof of current tax-exempt status or non-profit status, including IRS Form 990.
- v) Annual request must be submitted to Director for consideration of fee reduction 60 days before the first date of rental.
- vi) When above criteria are received and reviewed, Director will make determination of fee reduction up to 25% of regular rental rate.
- vii) Recurring users will not be permitted to store items permanently in the community centers.

Non-refundable user fees Amount:

Deposit: \$250.00

Hourly rate for Indoor Banquet Hall at Walter Hall Park: \$85.00 per hour

If reduction is approved (25% off), the hourly rental rate would be: \$63.75 per hour

*Please see attached request.

Our Core Purpose:

"We offer exceptional life experiences!"

Organization: Bay Area Whip Dance Club
EIN: 76-0271547
Year: 2016
Submission ID: 10065520161020100469
e-File Postmark: 4/11/2016
Accepted Date: 4/11/2016

The IRS has accepted the e-Postcard described above.

BAY AREA WHIP DANCE CLUB
PO Box 2751
League City, Texas 77574-2751

Item v) In requesting a fee reduction, Bay Area Whip Dance Club has been one of the "Best Kept Secrets" in the Bay Area for over 30 years. We have spent almost 20 years of the 30 plus years being a good neighbor in the Pavilion of Walter Hall Park. Dance lessons occur each Tuesday evening from 7:30 - 9:30 pm. We serve the community in and around League City with fun low priced dance lessons. For \$60.00 you can be a member for a full year. We are able to do this by using volunteer instructors and officers who devote their time for no charge. If granted a fee reduction, it will enable us to keep our fee schedule without raising our yearly fee.

The Pavilion at Walter Hall Park provides us with a well lit parking area, non-smoking and alcohol free environment that works well for couples, singles and a safe place to bring their children while taking our dance lessons.

Best Regards,
Cara Coker
President
Bay Area Whip Dance Club

AGENDA ITEM #10.

Amendment to the Agreement for Fines and Fees Collection Services

State of Texas §
 §
County of Galveston §

This Amendment is made and entered by and between the **County of Galveston ("County")**, a political subdivision of the State of Texas and the law firm of **Perdue Brandon Fielder Collins & Mott, LLP ("Firm")**, pursuant to Texas Code of Criminal Procedure Art. 103.0031. It is for the collection of unpaid fines, fees, and court costs ordered paid for by all courts serving Galveston County. This Amendment incorporates by reference the attached Agreement titled, "Agreement for Fines and Fees Collection Services" ("Agreement") which was approved by the Galveston County Commissioners' Court on October 14, 2014. To the extent the terms, provisions, covenants, or conditions in this Amendment are inconsistent with those in the Agreement, the terms, provisions, covenants, or conditions in this Amendment shall control and be binding on the County and the Firm as of the Effective Date of this Amendment. All other terms, provisions, covenants, and conditions in the Agreement shall remain in full force and effect and shall not be superseded by this Amendment.

THE AGREEMENT IS HERBY AMENDED AS FOLLOWS:

The text of Section 3.02 shall be removed from the agreement and replaced with the notation "Deleted".

Section 6.01 of Article 6, shall be amended to replace the effective date December 1, 2014 with the effective date January 1, 2017, and to replace the expiration date November 30, 2016 with the expiration date December 31, 2020. Accordingly, the Section 6.01 as amended shall state, in its entirety, as follows:

6.01 This Agreement shall be effective January 1, 2017 ("Effective Date") and shall expire on December 31, 2020 ("Expiration Date") unless extended as hereinafter provided.

Section 6.04 shall be removed from the agreement in its entirety, and therefore Section 6.05 shall be amended and renumbered as Section 6.04. Accordingly, Section 6.04 as amended shall state, in its entirety, as follows:

6.04 If this Agreement is terminated by County for convenience, the Firm will be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the Firm by the County prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination. The County agrees that the Firm shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period. The Firm will then agree to substitute as counsel whichever successor law firm the County contracts with as counsel for the County in any outstanding litigation which the County desires to substitute counsel.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the latest day on which it is executed by the authorized representatives of the Parties.

Executed this _____ day of _____, 2016.

State of Texas, County of Galveston

By: _____
Mark Henry, County Judge

Attest: _____
Dwight Sullivan, County Clerk

Perdue Brandon Fielder Collins & Mott, LLP

By: _____
Michael J. Siwierka, Partner
Jason Bailey, Partner
Michael J. Darlow, Partner

On this the 14th day of October, 2014, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge;
Ryan Dennard, Commissioner, Precinct No.1;
Kevin O'Brien, Commissioner, Precinct No.2;
Stephen D. Holmes, Commissioner, Precinct No.3;
Kenneth Clark, Commissioner, Precinct No.4; and
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

A Resolution Authorizing the Establishment of a Collection Fee and Entering Into a Contract with the Firm Perdue Brandon, Fielder, Collins & Mott, LLP for the Provision of Collections Services Pursuant to Code of Criminal Procedure Art. 103.0031.

WHEREAS, pursuant to Texas Code of Criminal Procedure Article 103.0031, the Commissioners' Court of a county may enter into a contract with a private attorney for the provision of collection services for debts and accounts receivable such as unpaid fines, fees, court costs and forfeited bonds ordered paid by courts serving a county, as applicable, and amounts in cases in which the accused has failed to appear:

- 1) as promised under Subchapter A, Chapter 543, Transportation Code, or other law;
- 2) in compliance with a lawful written notice to appear issued under Article 14.06 (b), Texas Code of Criminal Procedure, or other law;
- 3) in compliance with a lawful summons issued under Article 15.03(b), Texas Code of Criminal Procedure, or other law; or
- 4) in compliance with a lawful order of a court serving the county

when such debts, accounts receivable and amounts are more than sixty (60) days past due and have been referred to an attorney or other vendor for collection; and

WHEREAS, a Commissioners' Court that enters into a contract with a private attorney under Texas Code of Criminal Procedure Article 103.0031 may authorize the addition of a collection fee in the amount of thirty percent (30%) on each item described in said article that is more than sixty (60) days past due and has been referred to the attorney for collection; and

NOW, THEREFORE BE IT ORDERED AS FOLLOWS:

- 1) That as provided by Article 103.0031, Texas Code of Criminal Procedure, a collection fee is hereby authorized and imposed in the amount of thirty percent (30%) of the following debts and accounts receivable, to-wit:
 - a) for debts and accounts receivable such as unpaid fines, fees, court costs and forfeited bonds ordered paid by courts serving a county, as applicable, and amounts in cases in which the accused has failed to appear:


- i) as promised under Subchapter A, Chapter 543, Transportation Code, or other law;
 - ii) in compliance with a lawful written notice to appear issued under Article 14.06 (b), Texas Code of Criminal Procedure, or other law;
 - iii) in compliance with a lawful summons issued under Article 15.03(b), Texas Code of Criminal Procedure, or other law; or iv) in compliance with a lawful order of a court serving the county
- 2) That this fee be imposed on each defendant when such amounts are more than sixty (60) days past due and have been referred to an attorney for collection.
- 3) That the Commissioners' Court be and it is hereby authorized to execute that one certain Agreement with the law firm of Perdue Brandon Fielder Collins & Mott, LLP, attached hereto as Exhibit "A".


Upon Motion Duly Made and Seconded, the above Order was unanimously passed on this the 14th day of October, 2014.

County of Galveston, Texas

BY: 
Mark Henry, County Judge

Attest:


Dwight Sullivan, County Clerk



Agreement for Fines and Fees Collection Services

State of Texas §
 §
County of Galveston §

This Agreement is made and entered into by and between the **County of Galveston (the "County")**, a political subdivision of the State of Texas and the law firm of **Perdue, Brandon, Fielder, Collins & Mott, LLP (the "Firm")**, pursuant to Texas Code of Criminal Procedure Art. 103.0031. It is for the collection of unpaid fines, fees, and court costs ordered paid for by all courts serving Galveston County.

Article 1- Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship between the County and the Firm. Recognizing that the attorney-client relationship is hereby created and exists between the parties hereto, the Firm agrees to perform this Agreement in accordance with the highest ethical standards of their profession.

1.02 The County hereby employs the Firm to provide the services hereinafter described for the compensation hereinafter provided.

1.03 The County and the Firm agree that the Firm's legal status with respect to this Agreement shall be in fact and in law, that of an "Independent Contractor", and that, except to the extent that County is authorized to ensure proper performance of this Agreement, and to ensure that the Firm is properly performing the obligations and rendering the services contemplated by this Agreement neither the County nor its officers, agents, or employees, shall have the right, duty or responsibility to direct or supervise the performance or conduct of the actual work and services required by this Agreement to be performed by the Firm.

1.04 This Agreement supersedes all prior oral and written agreements between the parties, and can only be amended if done so in writing and signed by all parties. Furthermore, this Agreement cannot be transferred or assigned by either party without the written consent of all parties.

Article 2 –County's Rights and Obligations

2.01 The County agrees to refer all delinquent accounts, as defined below, to Firm for collection on or about the fifth (5th) of each month. The County shall provide the Firm with commercially reasonable and convenient access to the necessary data in order to update its records.

2.02 The County agrees that fines and fees shall become subject to this Agreement when they are more than sixty (60) days past due. As used in this section, the phrase "more than (60) days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure as it presently exists or hereafter may be amended. The County agrees that the

meaning assigned to the phrase "more than (60) days past due" shall, for the term and purposes of this Agreement, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.03 The County agrees to provide to the Firm data regarding any fines and fees that are subject to this Agreement, subject to the discretionary withholding of information by the County. The County does not warrant or guarantee in any manner the accuracy of such data. The data shall be provided by electronic medium in a format reasonably agreed between the County and the Firm. The County and the Firm may from time-to-time agree in writing to modify this format. The County shall provide the Firm with reasonably continuous access to this data. Each court shall strive to keep its electronic records current to ensure accuracy of information utilized by the Firm in collection efforts. The County agrees that the Firm will bear no responsibility to collect accounts that are not referred to it by the County. The County agrees that the accounts not turned over for collection will be subtracted from the overall outstanding balance the County maintains for purposes of statistical reporting and contract evaluation.

Article 3- Firm's Rights and Obligations

3.01 The Firm shall undertake its best efforts to collect fines and other fees and court costs (hereinafter referred to as "fines and fees") that are subject to this Agreement as hereinafter provided. Such actions include but are not limited to the sending of collection letters, notifying defendants of their fines and fees by telephone or by e-mail, fax or other electronic method. The Firm will not institute any litigation against any defendant without prior consultation with the County. The County further constitutes and appoints the Firm as the County's attorneys to sign all letters, requests for payments, legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the County's claims. In addition, should the Firm and/or the County become a defendant in a suit filed by a defendant arising from the Firm's collection services, the Firm is authorized to represent both itself and the County in such action. The Firm will provide such defense at no additional cost to the County.

3.02 The Firm agrees to reimburse the County for one (1) entry level court clerk for the term of this Agreement and all renewals in the amount of \$25,000 per year. This shall be payable to the County each year in two payments, the first payment of \$12,500.00 being paid on or about May 30th and the second payment of \$12,500.00 being paid on or about October 30th while this Agreement is in force and provided the firm is still under Agreement with the County on the date of each payment. This reimbursement shall end upon the termination of this Agreement.

3.03 The Firm agrees to coordinate with the County for two warrant roundup events annually to include:

- a. Pay for printing, mailings and publicity.
- b. Provide research for arrest lists to be used by the constables and/or sheriffs during the enforcement period.

3.04 The Firm agrees to fund up to but not to exceed \$7,000 per year in advertising for a media awareness campaign for the Warrant Round-Ups.

3.05 The Firm agrees to pay for one (1) payment Kiosk should the County determine this is a feasible option, in an amount not to exceed \$5,000.

3.06 If the County requests the Firm to routinely institute litigation for collection of the fines and fees as part of its services or if the County requests the Firm to institute one or more suits for collection of the fines and fees the parties will first agree upon a fee to be paid to the Firm for such additional services.

3.07 The Firm, in all communications seeking the collection of fines and fees, shall direct all payments directly to the court from which the fines and fees originated. If any fines and fees are paid to the Firm, said payments shall be expeditiously remitted to the appropriate court. The Firm reserves the right to return any accounts not collected within one (1) year of referral by the County. Neither party will have any obligation to the other with regard to returned accounts.

3.08 The Firm shall access and synchronize its account data on outstanding fines and fees with data from the courts on a monthly basis with updates to the Firm's records to be done within ten (10) days of receipt of each update.

3.09 The Firm shall provide the County with monthly reports showing the status and aging of collected and outstanding fines and fees subject to this Agreement. The Firm shall, from time to time but not less than quarterly, meet with the County's designated representative to discuss and seek to improve performance under this Agreement. The Firm shall not less than annually provide a comprehensive written and verbal report to Commissioners' Court on the status and aging of collected and outstanding fines and fees subject to this Agreement.

Article 4 - Compensation

4.01 The County agrees to pay the Firm as compensation for the services required by the County pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure:

- (1) No fee for collected fines, fees, and court costs referred to the Firm by the County imposed on all non-adjudicated offenses committed on or before June 18, 2003;
- (2) Thirty percent (30%) of the total amount of all collected fines, fees, and court costs referred to the Firm imposed on all adjudicated offenses committed on or before June 18, 2003; and
- (3) Thirty percent (30%) of the collected fines, fees, and court costs referred to the Firm imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee shall be added to the amount owed by a defendant that is more than sixty (60) days past due pursuant to Article 103.0031, Texas Code of Criminal Procedure.

4.02 The County shall pay the Firm by the twentieth (20th) day of each month all compensation earned by the Firm for the previous month. The County shall provide an

accounting showing all collections for the previous month with the remittance. Absent an agreement otherwise, each court shall calculate and receive the amount of any collection fee due to the Firm. Said fee shall be paid to the Firm by check or electronic transfer on a monthly basis. All compensation shall become the property of the Firm at the time of payment.

4.03 The compensation to be paid to the Firm does not apply to a case that has been dismissed by a court or to any amount that has been satisfied through time-served credit or community service. Nor will any compensation be paid if the court of original jurisdiction has determined the defendant is indigent, or has been found to have insufficient resources or income or is otherwise unable to pay all or part of the underlying fine or costs. The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than sixty (60) days past due.

4.04 The County and the Firm acknowledge that certain fees and fines to be collected under the terms of this Agreement may have gone into warrant status that may not include the collection fee due the Firm under the terms of this Agreement. The Firm acknowledges that in these instances when a warrant is paid without collection of the fee due the Firm under the terms of this Agreement, the Firm does not expect to be compensated for that delinquent fine/fee/warrant.

4.05 The County and the Firm acknowledge that certain fines and fees to be collected under the terms of this Agreement may be subject to an open payment agreement between the County and the defendant. The County may enter, modify, and extend payment agreements with defendants, before, during and after the term of this Agreement. Notwithstanding that the County's records may show certain accounts being delinquent when they are subject to a payment agreement, the Firm shall not be entitled to be compensated for accounts that are subject to a payment agreement between the County and a defendant unless and until any such payment agreement is terminated by default of the defendant.

4.06 The Firm agrees that the County's County Auditor or his designated representatives shall, for the purpose of audit and examination be given the unfettered right to inspect all work, materials, and other data and records in the Firm's possession for the purpose of ensuring that the compensation tendered the Firm is in accordance with the terms of this Agreement.

Payment of disputed compensation may be withheld by the County without interest until such time as any questions relating to such fees have been mutually satisfactorily resolved.

If a defendant pays an amount that is less than the aggregate total to be collected, the allocation to the County and the Firm will be reduced proportionately.

Article 5 - Retention of Files and Intellectual Property Rights

5.01 The Firm recognizes and acknowledges that all data contained in the Firm's database related to the Firm's representation of the County are the property of the County. The Firm agrees to retain and safeguard such data on behalf of the County, provided that the County agrees

that such data may, from time-to-time, be disposed pursuant to the File Retention Policy attached hereto as Schedule 4.01.

5.02 The County recognizes and acknowledges that the Firm owns all right, title and interest in any proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The County agrees and hereby grants to the Firm the right to use and incorporate any information provided by the County ("County Information") to update the databases in this proprietary software, and, notwithstanding that County Information has been or shall be used to update the databases in such proprietary software, further stipulates and agrees that the County shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that (i) the County shall be entitled to obtain a copy of such data that directly relates to the County's accounts at any time and (ii) the County will be entitled to obtain a copy of all data upon expiration or early termination of this Agreement. All such data will upon such expiration or termination shall be expeditiously transferred in a commonly accepted format to a successor data processing system chosen by the County.

5.03 The Firm agrees that it will not share or disclose any specific confidential County Information with any other company, individual, organization or agency, without the prior written consent of the County, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use County Information for internal analysis, improving the Firm's proprietary software and database, and generating aggregate data and statistics that may inherently contain County Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 6- Term and Termination

6.01 This Agreement shall be effective December 1, 2014 (the "Effective Date") and shall expire on November 30, 2016 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to 60 days before the Expiration Date, the County or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the County or the Firm, the Agreement shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this Agreement or any extension hereof, the County determines that the Firm's performance under this Agreement is unsatisfactory, the County shall notify the Firm in writing of the County's determination. The notice from the County shall specify the particular deficiencies that the County has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of receipt of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the County remains unsatisfied with the Firm's performance, the County may terminate this Agreement

effective upon the expiration of sixty (60) days following the receipt date of written notice to the Firm of such termination ("Termination Date").

6.04 Either party to this Agreement shall have the right to terminate this Agreement at any time for any reason or no reason upon giving thirty (30) days prior written notice to the other party of their desire and intention to terminate this Agreement.

6.05 If this Agreement is terminated by County for convenience, the Firm will be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the Firm by the County prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination. The County agrees that the Firm shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period. The Firm will then agree to substitute as counsel whichever successor law firm the County contracts with as counsel for the County in any outstanding litigation which the County desires to substitute counsel.

Article 7 - Prohibited Activities

7.01 The Firm warrants that none of its activities will violate any provision of any state or federal debt collection act, including without limitation Chapter 392 of the Texas Finance Code (previously commonly known as the Texas Debt Collection Act) or Title 15 USCA (commonly known as the Federal Fair Debt Collection Act) to the extent these laws are applicable to the services to be provided by the Firm.

Article 8 - Indemnification

8.01 The Firm agrees to, and shall, indemnify and hold the County harmless from any loss or damage of any nature whatsoever occasioned by the County as the direct or indirect result of Firm's acts or omissions while performing this Agreement; provided however, that nothing herein shall be construed or interpreted so as to provide a policy defense or to avoid or impair the coverage or protection afforded by any policy or liability insurance or other policy of insurance maintained by any party hereto, their officers, agents or employees.

Article 9- Severability

9.01 Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This Agreement is executed on behalf of the County by the presiding officer of its governing body who is authorized to execute this instrument by Order heretofore passed and recorded in its minutes. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Agreement executed on behalf of the County by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

Article 10 -Miscellaneous

10.01 Subcontracting. The Firm may from time-to-time, upon prior written approval being given by the County, which approval may be withheld or conditioned in the County's sole discretion, obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

10.02 Venue and Controlling Law. This Agreement is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Agreement shall be in the appropriate courts in Galveston County, Texas.

10.03 Mediation. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, be submitted to mediation held in Galveston County.

10.04 Agreement Performable. This Agreement is performable and venue shall lie in Galveston County, Texas.

10.05 Integration. This Agreement contains the entire Agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

10.06 Representation of Other Governmental Entities. The County acknowledges and consents to the representation by the Firm of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the County.

10.07 Notices. For purposes of sending any notice under the terms of this contract, all notices from County shall be sent to Firm by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Perdue Brandon Fielder Collins & Mott, LLP
Attention: Jason Bailey
1235 North Loop West, Suite 600
Houston, Texas 77008

All notices from the Firm to the County shall be sent to County by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Galveston County Judge
722 Moody
Galveston, Texas 77550

with a copy to:

Director, County Legal
722 Moody
Galveston, Texas 77550

Executed This 14th Day of October, 2014.

County of Galveston

By: 

Mark Henry, County Judge

Attest: 

Dwight Sullivan, County Clerk

Firm: 

For the Firm

AGENDA ITEM #11.



COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY AVENUE 5TH FLOOR GALVESTON, TEXAS 77550

ROBERT B. BOEMER
Director

BARRY C. WILLEY
MYRNA S. REINGOLD

PAUL A. READY
BEVERLY WEST

November 30, 2016

Hon. Mark Henry
Hon. County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: County claim for Damages
Claimant against Brazoria County
Date of Loss: November 2, 2016
Amount: \$1,662.00

Gentlemen:

This is to inform you that a full and final settlement of the above referenced claim has been made.

The facts underlying this claim are that on or about the above referenced date claimant's vehicle struck a parked Galveston County Auto Crimes Task Force vehicle while backing unsafely in a parking lot. The settlement amount of \$1,662.00 represents for the full amount of property damages to the County.

A release agreement has already been executed and the settlement proceeds will be forwarded to the Treasurer's office for deposit once they are received. Should you have any questions, please call.

Sincerely,

A handwritten signature in blue ink that reads "Barry C. Willey".

Barry C. Willey

BCW/mfa

cc: Sheriff Henry Trochesset

AGENDA ITEM #12.



COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY AVENUE 5TH FLOOR GALVESTON, TEXAS 77550

ROBERT B. BOEMER
Director

30 November 2016

BARRY C. WILLEY
MYRNA S. REINGOLD

PAUL A. READY
BEVERLY WEST

Hon. Commissioners Court
Galveston County Courthouse
744 Moody, 2nd Floor
Galveston, Texas 77550

RE: Release of Lien
Property: 3018 Charles St., Bacliff, Texas 77518
Amount of Lien: \$11,545.26
Order Assessing costs: March 17, 2015

Gentlemen:

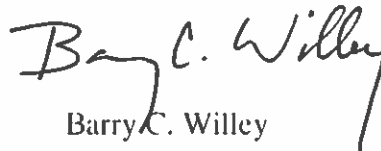
This is to request that you release the above referenced lien.

On March 17, 2015 the Commissioners' Court entered an order to abate a nuisance on this property at a cost of \$9,876.00. Southland Title has tendered payment of the full amount of the lien, plus interest for the period allowed by state law, for a total amount of \$11,545.26

I respectfully request that you authorize the County Judge to execute the enclosed release of lien. We have received payment for the lien and we will forward it to the Treasurer's Office for processing and the Release will be tendered. Please return the original to our office.

Should you have any questions please call.

Sincerely,


Barry C. Willey

BCW/mfa

cc: Ms. Wendy McKown
Southland Title



ESCROW ACCOUNT

12408 Highway 6 North
Santa Fe, TX 77510

Texas First Bank
PO Box 3344
Texas City, TX 77592
88-1025/1131

DATE
11/28/2016

151338

GF No. AD1647499

AMOUNT

PAY *Eleven Thousand Five Hundred Forty Five and 26/100*

\$11,545.26

TO THE
ORDER OF Galveston County Legal Department

722 Moody
5th Floor
Galveston, TX 77550

NOT VALID FOR ACH PROCESSING

[Handwritten signature]
MP
VOID AFTER 90 DAYS • TWO SIGNATURES REQUIRED

Memo:

⑈ 151338 ⑈

South Land Title, LLC - SF
12408 Highway 6 North
Santa Fe, TX 77510

Texas First Bank
PO Box 3344
Texas City, TX 77592

151338

AD1647499 Check Date: 11/28/2016
PAYEE: Galveston County Legal Department
SELLER: Betty O Reid
BUYER: Sonny Ray Lopez and Cassie Renee Wilson
ADDRESS: 3018 Charles Street, Bacliff, TX 77518

\$11,545.26

Line Items	Description	Amount
N04	Payoff of First Mortgage Loan	\$11,545.26



South Land Title, LLC - SF
12408 Highway 6 North
Santa Fe, TX 77510

Texas First Bank
PO Box 3344
Texas City, TX 77592

151338

AD1647499 Check Date: 11/28/2016
PAYEE: Galveston County Legal Department
SELLER: Betty O Reid
BUYER: Sonny Ray Lopez and Cassie Renee Wilson
ADDRESS: 3018 Charles Street, Bacliff, TX 77518

\$11,545.26

Line Items	Description	Amount
N04	Payoff of First Mortgage Loan	\$11,545.26



THE STATE OF TEXAS
COUNTY OF GALVESTON

RELEASE OF LIEN

WHEREAS, heretofore, the County of Galveston, Texas, by Order filed for record in the Official Public Records of Real Property of Galveston County, Texas, and recorded under instrument number 2015068157, 4 pages levied an assessment against the hereinafter described property for costs incurred by the County of Galveston in abating a nuisance as ordered by the Commissioners' Court on March 17, 2015; and

WHEREAS, such assessment, together with all interest due thereon has been paid to the satisfaction of County of Galveston, Texas, and such assessment lien ought to be released;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The County of Galveston, Texas, acting by and through its duly authorized County Judge being the legal owner and holder of such indebtedness and lien securing the same, does hereby release from the assessment lien created by the Order above described the following described property located in Galveston County, Texas, to-wit:

ABST 67 PAGE 1 LOTS 6&7 CHARLES MILLER ADDN TO BAYVIEW; CAD#5145-0000-0006-000; (aka 3018 Charles St., Bacliff, TX 77518).

WITNESS the execution of these presents, this the 6th day of December, 2016.

COUNTY OF GALVESTON, TEXAS

BY: MARK HENRY,
County Judge

ATTEST:

Dwight D. Sullivan,
County Clerk

THE STATE OF TEXAS §
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared MARK HENRY, County Judge, Galveston County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of the County of Galveston, Texas.

Given under my hand and seal of office on this ____ day of _____, 20____.

NOTARY PUBLIC in and for
the State of Texas

My Commission Expires:

AGENDA ITEM #13.



Galveston County Nuisance Abatement Program

Garret Foskit
Nuisance Abatement Officer

Phone: 409-766-4509
Fax: 409-766-4510

November 28, 2016

Hon. Mark Henry, County Judge
Hon. County Commissioners Court
722 Moody, suite 200
Galveston TX 77550

RE: The Abatement of Two (2) Tax Foreclosed Property

Gentlemen:

The Nuisance Abatement Program would like to request the demolition of two dilapidated structures on a Galveston County tax foreclosed properties. The structures meet all the criteria of being a public nuisance. The property is owned by Galveston County as trustee for itself and all other taxing entities. The taxing entities have no objections to the demolition of the structure and the funds for the demolition are in the Nuisance Abatement Program (Account #1101-110000-5429301).

Therefore, I am requesting the Commissioner's Court to order the abatement of these structures.

Property Locations:

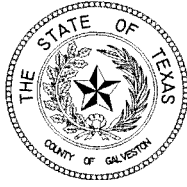
1902 Bogatto
La Marque, Texas
Legal Description: ABST 150 PAGE 4 LOT 36 MAGNOLIA ADDN
Galveston County CAD Property ID # 198621

308 Lake Road
La Marque, Texas
Legal Description: ABST 150 J D MOORE SUR S 36.2 OF N 85 FT of lots 172 (1-0)
Galveston County CAD Property ID# 198745

Sincerely,

Jack Ellison
Nuisance Abatement Officer

AGENDA ITEM #14.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

November 30, 2016

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: Disposal of Salvage or Surplus Property

Gentlemen,

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented on the attached awaiting disposal (AD) list. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

These items will be placed on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted and efforts to transfer them to other departments are exhausted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus Crowder", with a long horizontal flourish extending to the right.

Rufus Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Attachment

Dickey, Tammy

From: Nolan, Edward
Sent: Wednesday, November 30, 2016 1:36 PM
To: Dickey, Tammy
Subject: Agenda request for 12/06/2016: disposal of surplus and scrap property from the county jail / Corrections & Bonds
Attachments: CombinedCorrectionsSurplusScrap.pdf; BONDS.pdf

Please place the following properties on the next available commissioners court for authorization for proper disposal:

These items are broken and cannot be used for their intended purpose:

13	Tube televisions
3	Flat televisions
18	Wheeled chairs
2	Sewing machines with tables
1	Sewing machine
2	Paper shredders
2	Calculators
1	Type writer
14	Floor chairs
1	Potato dicer
1	Electrical component box

These items may be still used for their intended purposes:

1	2-Drawer filing cabinet
5	4-Drawer filing cabinet
1	5-Drawer filing cabinet
1	Swivel stool
4	Wheeled furniture dollies
2	Mop buckets
1	Mop bucket with wringer
21	Metal shelves disassembled

(Please see attached ***CombinedCorrectionsSurplusScrap.pdf***)

Additionally, the following two items cannot be used for their intended purposes:

1	Letter folder, broken
1	Paper shredder, broken

Thank you,

Jim Nolan
Purchasing Asset Coordinator
Wk: (409) 770-5417
Fax: (409) 621-7991



6

PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

LESLIE WAYCOTT *Leslie Waycott*

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ **Auction** _____
Date

☐ **Theft** _____ (Attach the Law Enforcement Agency Theft Report)
Date

☐ **Destroyed by**
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date

☐ **Trade-In** _____
Date

☐ **Donated** _____ Agency receiving donation: _____
Date

Disposal of: (13) Tube-based televisions
FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #: _____

From: Sheriff Corrections Location: 5700 Avenue H, Galveston
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager

#	Make	Model	Color	Serial #
1	Magnavox	MWC20T6	Black/silver	V12672938
2	Emerson	CR202EM9	Black	CR202EM9 T41667331
3	"	"	Black	T25963435
4	"	"	Black	T41867987
5	Symphonic	ST420FF	Black/silver	T5054725 (ST420FF)
6	Emerson	CR202EM9	Black	T43879209
7	Magnavox	20MS3442/17	Gray Silver	DN1A0601401451
8	Magnavox	"	" / "	DN1A0601401687
9	"	"	" / "	DN1A060401416
10	"	"	" / "	DN1A0601401598
11	"	"	" / "	DN1A0601401616
12	"	"	" / "	DN1A0601401203
13	Funai	1WF2706	Black	V16647276
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

13 Tube televisions



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

BRUCE WAYCOTT *Bruce Waycott*

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation: _____

Disposal of: (3) Flat screen televisions

FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #: _____

From: Sheriff Corrections

Department No. & Name

Location: 5700 Avenue H, Galveston

Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed _____

Fixed Asset Property Manager _____

#	Make	Model	Color	Serial #
1	Vizio	VX37LHDTV10A	White/Black	LSLABCH3860517
2	LG	42LN5200	Black	308RMAQ24232
3	LG	42LD452B	Black	108RMXX3L642
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

3 Flat screen TVs



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

LESTER WAINCOTT
Sgt. L. Waincott

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation:

Disposal of: (2) Calculators

FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #: _____

From: Sheriff Corrections

Department No. & Name

Location: 5700 Avenue H, Galveston

Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager

#	Make	Model	Color	Serial #
1	Ti	Ti-5660	Beige	0008490
2	"	"	"	0013603
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

2 Calculators



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

LESTER WYCENT *St. L. Wycent*

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation:

Disposal of: (21) disassembled metal shelves

FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #:

From: Sheriff Corrections

Department No. & Name

Location:

5700 Avenue H, Galveston

Building, Floor, Suite, or Room No.

Comments:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation:

Disposal of: Typewriter

FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #:

From: Sheriff Corrections

Department No. & Name

Location: 5700 Avenue H, Galveston

Building, Floor, Suite, or Room No.

Comments:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation: _____

Disposal of: Sewing Machine

FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #: _____

From: Sheriff Corrections

Department No. & Name

Location: 5700 Avenue H, Galveston

Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____
Date
- ☐ **Theft** _____ (Attach the Law Enforcement Agency Theft Report)
Date
- ☐ **Destroyed by**
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date
- ☐ **Trade-In** _____
Date
- ☐ **Donated** _____ Agency receiving donation: _____
Date

Disposal of: (2) Sewing Machines & tables
FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #: _____

From: Sheriff Corrections Location: 5700 Avenue H, Galveston
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager

#	Make	Model	Color	Serial #
1	Singer	200-109	off-white	10694005
2	"	20073	"	1069 N/A - No plate
3				
4				
5	Singer	20073	off White	N/A - cannot find plate
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

2 Table Mounted Sewing Machines
 1 Non-Table Mounted Sewing Machine



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

Leslie Weycott Sgt. L. Weycott

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation:

Disposal of: (2) Paper Shredders

FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #: _____

From: Sheriff Corrections

Department No. & Name

Location: 5700 Avenue H, Galveston

Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager

#	Make	Model	Color	Serial #
1	Fellowes	PS-77Cs	Gray-Silver	CRC 32177
2	"	P48C	Black	CRC 32249
3				
4				
5				
6				
7				
8				
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21				
22				
23				
24				
25				

2 Shredders



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation:

Disposal of: (5) 4-drawer file cabinets

FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #:

From: Sheriff Corrections

Department No. & Name

Location:

5700 Avenue H, Galveston

Building, Floor, Suite, or Room No.

Comments:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

LESLIE WAYCOTT *Leslie Waycott*

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation:

Disposal of: (18) Wheeled chairs

FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #:

From: Sheriff Corrections

Department No. & Name

Location:

5700 Avenue H, Galveston

Building, Floor, Suite, or Room No.

Comments:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

LESLIE WAYCOTT
Leslie Waycott

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation:

Disposal of: 5-drawer file cabinet

FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #: _____

From: Sheriff Corrections

Department No. & Name

Location: 5700 Avenue H, Galveston

Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

LESTER WYLCOTT
Lester Wylcott

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation:

Disposal of: 2-drawer file cabinet

FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #: _____

From: Sheriff Corrections

Department No. & Name

Location: 5700 Avenue H, Galveston

Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

LESLIE WAYCOTT *Leslie Waycott*

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation:

Disposal of: (14) Floor Chairs

FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #:

From: Sheriff Corrections

Department No. & Name

Location:

5700 Avenue H, Galveston

Building, Floor, Suite, or Room No.

Comments:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

LESLIE W. WARD
Sgt. J. Ward

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ **Auction** _____
Date

☐ **Theft** _____ (Attach the Law Enforcement Agency Theft Report)
Date

☐ **Destroyed by**
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date

☐ **Trade-In** _____
Date

☐ **Donated** _____ Agency receiving donation: _____
Date

Disposal of: Mop bucket with wringer
FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #: _____

From: Sheriff Corrections Location: 5700 Avenue H, Galveston
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction

Date

☐ Theft

Date

(Attach the Law Enforcement Agency Theft Report)

☐ Destroyed by

☐ Natural Disaster

Date

☐ Traffic Accident

Date

☐ Trade-In

Date

☐ Donated

Date

Agency receiving donation:

Disposal of: (2) Mop buckets

FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #:

From: Sheriff Corrections

Department No. & Name

Location:

5700 Avenue H, Galveston

Building, Floor, Suite, or Room No.

Comments:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

Leslie W. Wainwright
Sgt. L. Wainwright

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

☐ Auction _____
Date

☐ Theft _____ (Attach the Law Enforcement Agency Theft Report)
Date

☐ Destroyed by
☐ Natural Disaster _____
Date
☐ Traffic Accident _____
Date

☐ Trade-In _____
Date

☐ Donated _____ Agency receiving donation: _____
Date

Disposal of: Swivel stool
FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #: _____

From: Sheriff Corrections Location: 5700 Avenue H, Galveston
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed

Fixed Asset Property Manager



PROPERTY DISPOSAL REPORT

DATE: 8/23/2016

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 211133, Sheriff Corrections

Department No. & Name, Department Asset Custodian Authorized Signature

Leslie Wainwright
Leslie Wainwright

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____
Date
- ☐ **Theft** _____ (Attach the Law Enforcement Agency Theft Report)
Date
- ☐ **Destroyed by**
- ☐ Natural Disaster _____
Date
 - ☐ Traffic Accident _____
Date
- ☐ **Trade-In** _____
Date
- ☐ **Donated** _____ Agency receiving donation: _____
Date

Disposal of: Electrical component box
FAID No. & Description

Reason for disposal: Broken, not able to be used

Serial No./VIN #: _____

From: Sheriff Corrections Location: 5700 Avenue H, Galveston
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

Date Form Processed _____

Fixed Asset Property Manager _____





























DEPOT
copy paper

S SINGER

SINGER



white copy paper


Office DEPOT
white copy paper

SINGER

S SINGER



THE NEEDLE IS HITTING THE BOBBIN
AND
THE TENSION IS NOT WORKING (TENSION IS STRIPPED)

SINGER  20U73

THE NEEDLE IS HITTING THE BOBBIN
AND
THE TENSION IS NOT WORKING (TENSION IS STRIPPED)

SINGER 20U73























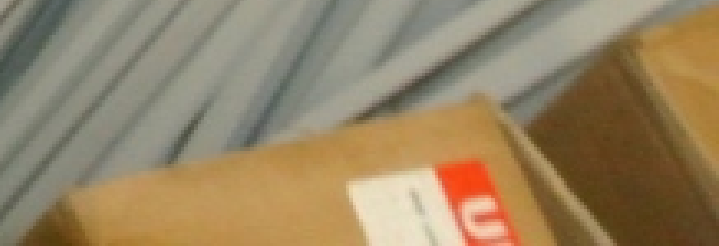








120 X

















Nolan, Edward

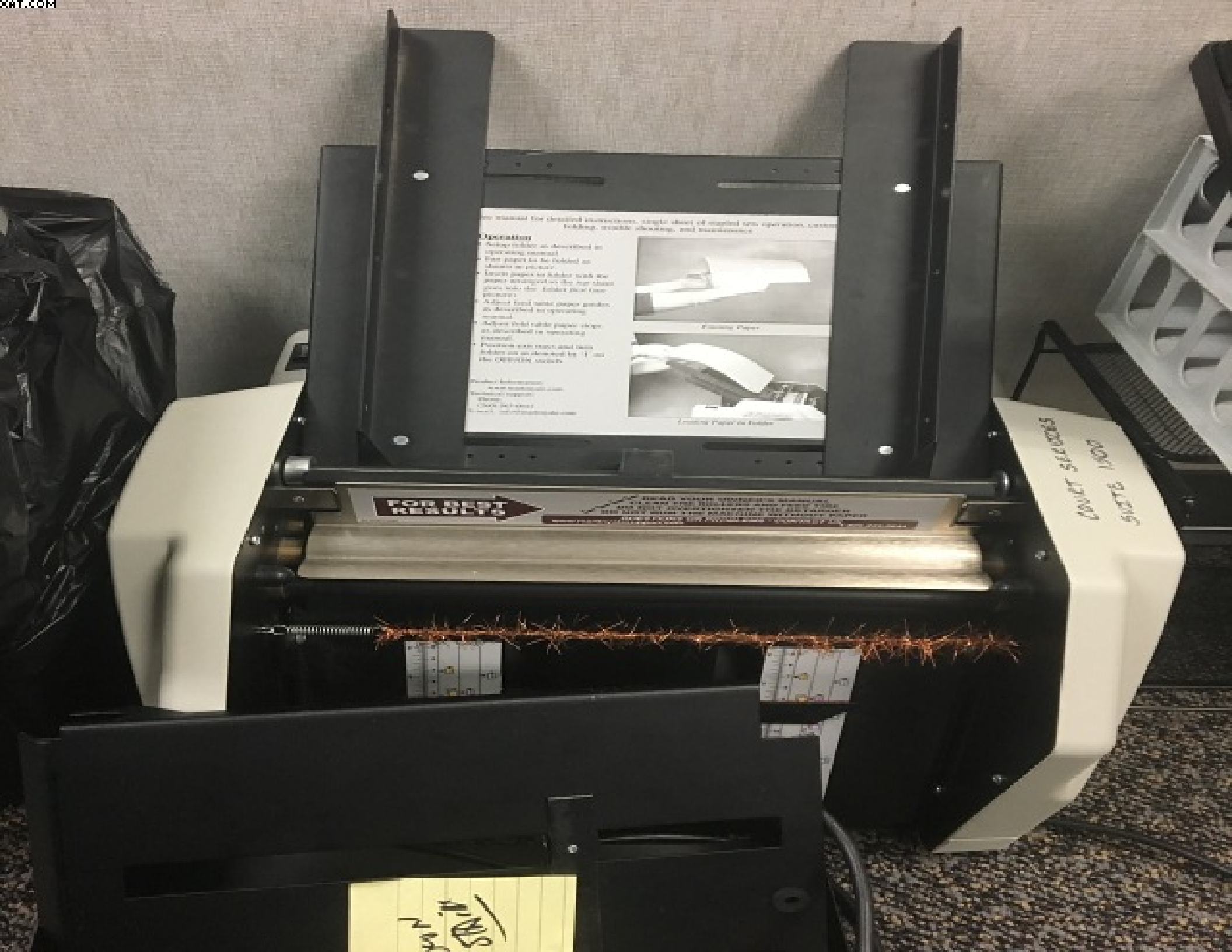
From: Rikard, Gregory
Sent: Tuesday, November 15, 2016 9:55 AM
To: Nolan, Edward
Subject: Non working equipement
Attachments: IMG_0004.JPG; IMG_0005.JPG

We have two pieces of non-working equipment that need to be picked up for disposal, one shredder and one letter folders. Photos are attached.

Thanks,

Greg Rikard
Director of Personal Bonds & Collections
600 59th Street, Suite 1500
Galveston, Texas 77551
Office (409) 770-5437
gregory.rikard@co.galveston.tx.us





For maximum life, read the detailed instructions, sample sheet of material and operation, cutting, folding, trouble shooting, and maintenance.

Operation

- Before using, read the detailed instructions, sample sheet of material and operation, cutting, folding, trouble shooting, and maintenance.
- Insert paper in the folder as shown in picture.
- Insert paper in folder with the paper designed so the top sheet goes into the folder first (see picture).
- Adjust feed roller paper guides, as described in operating manual.
- Adjust feed roller paper guides, as described in operating manual.
- Push the start button and the folder will be closed by 1" in the center of the folder.



Feeding Paper



Feeding Paper in Folder

FOR BEST RESULTS

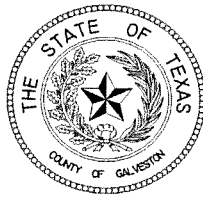
SHREDDED PAPER IS NOT TO BE RECYCLED
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COUNT SERVICES
0001 1900
0001 1900

SHREDDED PAPER IS NOT TO BE RECYCLED



AGENDA ITEM #15.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

November 30, 2016

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re: Request to Utilize Texas Buy Board – Road & Bridge Department
One (1) Utility Tractor

Gentlemen,

It is requested that the Commissioners' Court grant exemptions from the competitive bid requirements(s) set forth in Local Government Code section 262.023, Competitive Requirements for certain purchases to purchase the following items utilizing the Texas BuyBoard cooperative:

- One (1) Utility Tractor with 60" side mower from Shoppa's Farm Supply, Inc.. This equipment was approved in the FY17 budget.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus Crowder", is written over a horizontal line.

Rufus Crowder, CPPO CPPB
Assistant Purchasing Agent
County of Galveston

From: Crowder, Lee
Sent: Friday, November 18, 2016 7:21 AM
To: Crowder, Rufus
Cc: Bryant, Elizabeth
Subject: Coop Purchase Utility Tractor Side Mower

Good Afternoon Rufus!

Attached is a request to cooperative purchase an Utility Tractor with 60" side mower . This tractor essential equipment used in the department's right of way mowing operations.

Thank you,

Lee Crowder
Director Road and Bridge



Lee.Crowder@co.galveston.tx.us

www.galvestoncountytexas.gov

409-682-3690 Cell

281-534-4152 Office

>)))),'`•>



The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance

Lee Crowder, Road and Bridge Director

Office 281-534-5152

Date: November 18, 2016

To: Rufus Crowder
Purchasing Agent

A handwritten signature in black ink, likely belonging to Lee Crowder, is written over the name "Rufus Crowder".

From: Lee Crowder
Road and Bridge Director

Re: Cooperative Purchase - Utility Tractor Side Mower

The Road and Bridge Department is requesting to purchase a John Deere 5100E all-wheel drive utility tractor and a 60 inch Alamo Versa side mower from Shoppa's Farm Supply, Inc. utilizing BuyBoard/TASB Contract #447-14. The combined quote of \$72,924.36 is attached. Shoppa's Farm Supply and Brookside Equipment are the only two John Deere agricultural dealers in South East Texas. Shoppa's Farm Supply represents Alamo Industrial Mowers while Brookside Equipment represents Tiger Mowers. The department also requested a cooperative purchasing quote from Brookside Equipment. Brookside Equipment offered the 60 inch Tiger mower on a 5100M two wheel drive utility tractor, the Tiger's side mower requires a larger class tractor to meet the minimum weight and power needs of the Tiger mower. The combined quote from Brookside Equipment is \$74,571.48.

This tractor will replace a side mower that is inoperable at this time. Shoppe's Farm Supply has both units in stock separately. The delivery time of approximately 30 days is based on assembly of the two units. Brookside has to order both units from their respective factories, delivery estimated at 120 to 180 days.

This equipment was approved in the FY17 Budget for \$82,029 from account 2370296100-5742000.

Your consideration is appreciated.



JOHN DEERE

SHOPPA'S



JOHN DEERE

Quote Id: 14219171

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Shoppa's Farm Supply, Inc.
1010 Hwy 59 West
El Campo, TX 77437
979-543-8363
elcampo@shoppas.com

Prepared For:

County Of Galveston

SHOPPA'S



JOHN DEERE

Proposal For:

Delivering Dealer:

Richard Potts

Shoppa's Farm Supply, Inc.

1010 Hwy 59 West

El Campo, TX 77437

elcampo@shoppas.com

Quote Prepared By:

RICHARD POTTS

rpotts@shoppas.com

Date: 19 October 2016

Offer Expires: 18 November 2016

Confidential



JOHN DEERE

SHOPPA'S



JOHN DEERE

Selling Equipment

Quote Id: 14219171

Customer Name: COUNTY OF GALVESTON

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Shoppa's Farm Supply, Inc.
1010 Hwy 59 West
El Campo, TX 77437
979-543-8363
elcampo@shoppas.com

JOHN DEERE 5100E Utility Tractor

Hours:

Stock Number:

Contract: TX Ground Maint TASB 447-14 (PG 67)

Selling Price *

Price Effective Date: May 23, 2016

\$ 46,963.36

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697BLV	5100E Utility Tractor	1	\$ 51,950.00	26.00	\$ 13,507.00	\$ 38,443.00	\$ 38,443.00
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 9,072.00	26.00	\$ 2,358.72	\$ 6,713.28	\$ 6,713.28
2120	Air Suspension Seat	1	\$ 706.00	26.00	\$ 183.56	\$ 522.44	\$ 522.44
3025	Deluxe Cornerpost Exhaust	1	\$ 500.00	26.00	\$ 130.00	\$ 370.00	\$ 370.00
3320	Dual Stackable Rear SCV's with Lever Control	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
3420	Dual Stackable Mid Valves with Joystick Control	1	\$ 1,236.00	26.00	\$ 321.36	\$ 914.64	\$ 914.64
5911	18.4 - 30 In. 8PR R1 Bias	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 11,514.00		\$ 2,993.64	\$ 8,520.36	\$ 8,520.36
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price						\$ 46,963.36	
Total Selling Price			\$ 63,464.00		\$ 16,500.64	\$ 46,963.36	\$ 46,963.36

Confidential



JOHN DEERE

SHOPPA'S



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Shoppa's Farm Supply, Inc.
1010 Hwy 59 West
El Campo, TX 77437
979-543-8363
elcampo@shoppas.com

Quote Summary

Prepared For:

County Of Galveston
5115 Highway 3
Dickinson, TX 77539
Business: 281-534-4152

Delivering Dealer:

Shoppa's Farm Supply, Inc.
Richard Potts
1010 Hwy 59 West
El Campo, TX 77437
Phone: 979-543-8363
rpotts@shoppas.com

Quote ID: 14219171
Created On: 19 October 2016
Last Modified On: 20 October 2016
Expiration Date: 18 November 2016

Equipment Summary

JOHN DEERE 5100E Utility Tractor

Selling Price	Qty	Extended
\$ 46,963.36 X	1 =	\$ 46,963.36

Contract: TX Ground Maint TASB 447-14 (PG 67)
Price Effective Date: May 23, 2016

Equipment Total

\$ 46,963.36

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 46,963.36
Trade In	
SubTotal	\$ 46,963.36
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 46,963.36
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 46,963.36

Salesperson : X _____

Accepted By : X _____

Confidential



Quote Form (Not an Order)

ALAMO INDUSTRIAL
1502 East Walnut St.
Seguin, TX. 78155
phone: (800) 882-5762
www.alamo-industrial.com

Date 10/25/2016
TSM JG
TSM # _____

Tractor Model S100E
Pick One CAB
Pick One 4WD
Tire Sizes 12.4 24/ 18.4 30

Sold To	Ship To
County of Galveston	
5515 Highway 3	
Dickinson TX 77539	

Additional Enduser Information:			
E-Mail <u>lee.crowder@co.galveston.tx.us</u>	Agency: _____	County of Galveston	
Address: _____	City: <u>Dickinson</u>	State: <u>TX</u>	
	Zip: <u>77539</u>	Phone: <u>281-634-4152</u>	

Quote Valid for <u>x</u> days ONLY. (90 days if left blank)		Discount: _____		Terms: <u>cash/po</u>	
Qty.	Item #	Description	List Price	Net Cost	Total
1	04950004	Versa Side Mower	\$ 7,237.00	\$ 6,151.00	\$ 6,151.00
1	02964876	60" Rotary head w/chains	\$ 9,637.00	\$ 8,191.00	\$ 8,191.00
1		mount kit	\$ 7,393.00	\$ 6,284.00	\$ 6,284.00
1	02963045	Mounting and oil	\$ 6,277.00	\$ 5,335.00	\$ 5,335.00
	FREIGHT	Add <input type="checkbox"/> Allow <input checked="" type="checkbox"/> Pickup <input type="checkbox"/>			
		Total			\$ 25,961.00

- 1) This Sales & Order form is not firm until credit is approved and purchase order is accepted by Alamo Industrial in Seguin, TX.
 2) No purchase order will be accepted for a machine with less than full standard or optional safety equipment.
 3) Approximate shipping and/or delivery dates can be confirmed only by Alamo Industrial in Seguin, TX and delivery is sometimes subject to variance due to conditions beyond the control of Alamo Industrial.

NOTES: _____ tractor to be delivered to Alamo industrial for mounting
 _____ Buyboard/TASB Contract 447-17
 _____ Alamo Group

Signature: _____ Date: _____
 E-Mails for order confirmations: _____



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Brookside Equipment Sales, Inc.
2135 Gulf Freeway South
League City, TX 77573
281-338-1300
0442@BROOKSIDEUSA.COM

Quote Summary

Prepared For:
Galveston County
TX

Delivering Dealer:
Brookside Equipment Sales, Inc.
Christopher Leija
2135 Gulf Freeway South
League City, TX 77573
Phone: 281-338-1300
leija.chris@brooksideusa.com

Quote ID: 13162347
Created On: 18 April 2016
Last Modified On: 24 October 2016
Expiration Date: 18 April 2016

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5100M Utility Tractor	\$ 47,140.40 X	1 =	\$ 47,140.40
Contract: TX Ground Maint TASB 447-14 (PG 67)			
Price Effective Date: October 21, 2016			
TIGER SIDE MOWER	\$ 27,431.08 X	1 =	\$ 27,431.08
Contract: TX Ground Maint TASB 447-14 (PG 67)			
Price Effective Date:			
Equipment Total			\$ 74,571.48

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 74,571.48
Trade In	
SubTotal	\$ 74,571.48
Total	\$ 74,571.48
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 74,571.48

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 13162347 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Brookside Equipment Sales, Inc.
2135 Gulf Freeway South
League City, TX 77573
281-338-1300
0442@BROOKSIDEUSA.COM

JOHN DEERE 5100M Utility Tractor

Hours:

Stock Number:

Contract: TX Ground Maint TASB 447-14 (PG 67)

Selling Price *

Price Effective Date: October 21, 2016

\$ 47,140.40

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
253BLV	5100M Utility Tractor	1	\$ 61,319.00	26.00	\$ 15,942.94	\$ 45,376.06	\$ 45,376.06
Standard Options - Per Unit							
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
1380	16F/16R PowrReverser Transmission - 540/540E	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2055	Standard Cab	1	\$ 11,710.00	26.00	\$ 3,044.60	\$ 8,665.40	\$ 8,665.40
2110	Standard Mechanical Suspension Seat	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2400	Less Instructional Seat	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
3025	Deluxe Corner Post Exhaust (Cab Only)	1	\$ 600.00	26.00	\$ 156.00	\$ 444.00	\$ 444.00
3320	Dual Stackable Rear Valve with Lever Controls	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid Valve	1	\$ -962.00	26.00	\$ -250.12	\$ -711.88	\$ -711.88
3820	Shiftable 540 / 540E Rear PTO	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
4010	Mechanical	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
5121	16.9 - 30 in. 6PR R1 Bias (Goodyear)	1	\$ -1,914.00	26.00	\$ -497.64	\$ -1,416.36	\$ -1,416.36
5999	No Rear Tire Brand Preference	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
6020	2-Wheel Drive	1	\$ -6,845.00	26.00	\$ -1,779.70	\$ -5,065.30	\$ -5,065.30
6113	11L - 15 in. 8PR F3 (Truck Type) Bias (Firestone)	1	\$ -1,856.00	26.00	\$ -482.56	\$ -1,373.44	\$ -1,373.44
6799	No Front Tire Brand Preference	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
8510	Telescopic Rear View Cab Mirrors (2) Manually Adjustable	1	\$ 303.00	26.00	\$ 78.78	\$ 224.22	\$ 224.22

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 13162347 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Brookside Equipment Sales, Inc.
2135 Gulf Freeway South
League City, TX 77573
281-338-1300
0442@BROOKSIDEUSA.COM

Standard Options Total		\$ 1,036.00		\$ 269.36	\$ 766.64	\$ 766.64
Dealer Attachments/Non-Contract/Open Market						
BLV10679 Complete Goods/Ship.	1	\$ 997.70	0.00	\$ 0.00	\$ 997.70	\$ 997.70
Bundle - KIT 4045 FRONT PTO PULLEY						
Dealer Attachments Total		\$ 997.70		\$ 0.00	\$ 997.70	\$ 997.70
Suggested Price						\$ 47,140.40
Total Selling Price		\$ 63,352.70		\$ 16,212.30	\$ 47,140.40	\$ 47,140.40

TIGER SIDE MOWER

Equipment Notes:

Hours: 0

Stock Number:

Selling Price *

Contract: TX Ground Maint TASB 447-14 (PG 67)

\$ 27,431.08

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
01	SMR-SDB	1	\$ 27,431.08	0.00	\$ 0.00	\$ 27,431.08	\$ 27,431.08

Suggested Price						\$ 27,431.08
Total Selling Price		\$ 27,431.08		\$ 0.00	\$ 27,431.08	\$ 27,431.08

AGENDA ITEM #16.

County Architect



MEMO

Date.....November 30, 2106

Addressed to:

Commissioners' Court AgendaGalveston County

Items:

1. Consideration of contract CM17033 with EcoXstream, LLC for bid # B161033 to provide various renovations for ADA compliance to Galveston County facilities other than 722 Moody.

Dudley Anderson, County Architect



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 11/29/2016		Contract Type: <u>Expense</u>		Revenue		Other	
3. Renewal Contract: Yes <input checked="" type="radio"/> No <input type="radio"/>							
4. Department Name: Facilities				5. Department Contact: Dudley			
6. Description: Renovations for ADA Compliance (other than 722 Moody)							
7. IFAS PEID No: 717350		8. IFAS Req No:		9. Orgkey: 1101170104		10. Object Code: 5481000	
11. Vendor: EcoXstream, LLC				12. Vendor Contract No:			
13. Requested Legal Review: Yes <input checked="" type="radio"/> No <input type="radio"/> (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
General	1101	\$350,000	\$99,390				
22. Totals:							
To Be Completed By Purchasing Department							
Contract Start Date: 11/13/2016		Auto Renewal Contract: Yes <input checked="" type="radio"/> No <input type="radio"/>		Bid No: 8161033			
Contract End Date: 8/7/17		Contract # Issued By Purchasing: CM17033		Form 1295 Certificate #: 2016-72946			

Approved By: _____ Signature: _____ Date: _____

Department Head: James D. Audin 11/30/2016

Assistant Purchasing Agent: Carla Mae CPPB 11/30/2016

County Legal: [Signature] 11/30/2016

Contract Listed in Budget Documentation: YES NO

County Budget Office: [Signature] 11/30/16

Budget Available and Funds are Available: YES NO

County Auditor: [Signature]

by [Signature] 11/30/2016

Renovations for ADA Compliance (other than 722 Moody)

Agreement between Galveston County and Contractor

Agreement for: 722 Moody Renovations for ADA Compliance

This contract is entered into between Galveston County and the Contractor named below pursuant to Sub chapter B, Chapter 271, Texas Local Government Code, and the referenced Request for Proposal

Contract No:

Bid No: B161033

Contractor: **EcoXstream, LLC**
7531 FM 2004
Hitchcock, TX 77573

Galveston County Authorized Representative: J. Dudley Anderson, County Architect

Article I.

The Work

Section 1.01 The Contractor and Galveston County agree that the materials and equipment to be furnished and the work to be done by the Contractor are as follows:

- General construction for Renovations for ADA Compliance (other than 722 Moody)

Section 1.02 The Contractor shall be held accountable for the following Project related responsibilities: furnish all labor and supervision; furnish, supply and install all equipment, material, supplies, tools, scaffolding, hoisting, transportation, unloading and handling; do all things required to complete the work described above on the Project all in accordance with the drawings and Project Manual prepared by the Architect or Engineer; and furnish all necessary information, shop drawings, details, samples, brochures, etc. For Owner/Architect or Engineer approval, as may be required.

Article II.

Time of Commencement and Completion

Section 2.01 The Contractor shall start the work upon notice to proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established by Galveston County's authorized Representative. The Contractor agrees to be substantially complete within 180 calendar days of the start of construction.

Section 2.02 The Contractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revisions will be made available for the Contractor's information at the office of Galveston County's authorized Representative. In the event the Contractor should fail to maintain Galveston County's authorized Representative's progress schedule or the schedule as established above, Galveston County reserves the right, after 48 hours

Galveston County Project 12-003

formal notice, either by letter or telegram to the Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Contractor.

Section 2.03 Time is of the essence in this Agreement.

Article III.

The Contract Sum

Section 3.01 Galveston County agrees to pay the Contractor for the satisfactory performance of his work the total sum of:

Ninety Nine Thousand Three Hundred Ninety Dollars and 00/100

(\$ 99,390.00), payments to be made as described herein in current funds subject to additions and deductions for changes, as may be agreed upon in writing, and to make payments on account thereof as follows:

Section 3.02 On the established day of each month, the Contractor shall deliver to Galveston County through Galveston County's authorized Representative a detailed, quadruplicate statement acceptable to Galveston County's authorized Representative, and if required, supported by receipts, vouchers, etc. showing values of all materials delivered and work completed up to the established billing date for which payment is requested. Monthly and final payments will be made to the Contractor from Galveston County. It is specifically understood and agreed that prior to submission of the first statement, the Contractor will deliver to Galveston County's authorized Representative, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work. Once accepted by Galveston County's authorized Representative, this schedule of values will be used as a basis for checking the Contractor's monthly statement.

Section 3.03 The Contractor shall, with the second and each succeeding monthly request for payment, submit receipts and/or an affidavit and waiver of bond claim showing all payments made for labor and materials and on account for all work covered in the previous months request for payment. Affidavit and waiver of bond claims may be required to be submitted from Contractors, suppliers, and/or Sub-Contractors (all tier). The Contractor shall be required to execute a general release satisfactory to Owner, prior to receiving final payment.

Section 3.04 None of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents.

Section 3.05 No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part, and no payment shall be construed as an acceptance of defective work or improper materials.

Section 3.06 The Contractor shall save and keep Galveston County's authorized Representative, Galveston County and Galveston County's property free from all claims, including bond claims, legal or equitable, arising out of the Contractor's work hereunder. In the event any such claim is

Galveston County Project 12-003

filed by anyone claiming by, through, or under the Contractor, the Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof.

Article IV.

The Contract Documents

Section 4.01 The contract documents consist of this Agreement and any exhibits attached hereto; Proposal Documents, Proposal Form, General Conditions of the Contract, the Project Manual, the Drawings, and all addenda issued prior to and all modifications issued after execution of the Agreement between Galveston County and Galveston County's authorized Representative and agreed upon by the parties.

Section 4.02 The Contractor agrees to perform the work subject to the final approval of the authorized representative of Galveston County, in accordance with the contract documents.

Section 4.03 Contract documents are available, at reasonable times, at the office of Galveston County's authorized Representative for examination by the Contractor.

Section 4.04 No extra work shall be performed under this Agreement, except upon receipt of a written order from Galveston County's authorized Representative or Galveston County.

The Project Manual and Drawings are enumerated as follows:

I 4.4.d, I 9.5.c, K 2.3.b, K 2.8.f, K 7.4.d, K 7.4.d1, K 8.10.b, K 9.5, K 9.6.d, K 9.6.d1, Z 1.2.b, Z 1.3, Z 1.6.d, Z 2.6.b, Z 2.7.b, Z 2.8.a, Z 3.2.b, Z 3.3.b, Z 5.2.b, Z 5.4, Z 6.2.a, Z 6.2.b, Z 6.4, Z 6.5, Z 10.3, and Specification Section 01045

Addenda 1 October 13th, 2016

Insurance and Indemnity

Section 4.05 The Contractor agrees to, at the time of execution of this Agreement, furnish Galveston County's authorized Representative with certificates of insurance from an insurance company (or other source) acceptable to Galveston County. These certificates should certify that the Contractor is protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents and in accordance with the attachment to this Agreement. The Contractor will not be permitted to start work at the site until these certificates are filed with Galveston County. Compliance by the Contractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Contractor of its liabilities and obligations.

Section 4.06 For ten (\$10.00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless Galveston County, Galveston County's authorized Representative, the Architect or Engineer, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the Contractor's work under this

Galveston County Project 12-003

Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent act or omission of the Contractor or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against Galveston County's authorized Representative, or any of its agents or employees, by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 5.02 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

Section 4.07 The obligations of the Contractor, under paragraph 5.02, shall not extend to the liability of the Architect or Engineer, his agents, or employees, arising out of the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs, or Project Manual and/or the giving of or failure to give directions or instructions by the Architect or Engineer, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage

Section 4.08 The Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Contractor pursuant to paragraph 5.02 above.

Article V.

Performance Bond and Labor and Material Payment Bond

Section 5.01 The Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Payment Bond on the bond forms issued with this Agreement naming the Galveston County as Obligee. Bonds must be issued by a company acceptable to Galveston County and must be accompanied by a Power of Attorney. The bonds are to be delivered with this executed Agreement.

Article VI.

Warranty

Section 6.01 The Contractor agrees to promptly make good, without cost to Galveston County, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents. If no such period is stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of substantial completion and acceptance of the work by Galveston County. The Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment

Galveston County Project 12-003

Article VII.

Changes in the Work

Section 7.01 The Contractor may be ordered in writing by Galveston County, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. The Contractor, prior to the commencement of such changed or revised work, shall submit promptly to Galveston County's authorized Representative written copies of any claim for adjustment to the contract sum and contract time for such revised work in a manner consistent with the contract documents

Section 7.02 Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials.

Section 7.03 The amount to be paid by Galveston County for changes in the work, as outlined in paragraph 8.01 above, shall be made on the basis of one of the following methods:

- a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by Galveston County's authorized Representative and the Contractor, or
- b) by unit prices stated in the contract documents, or
- c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the actual net cost in money to the Contractor of materials and labor (including insurance and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12. (Field overhead will not be considered as part of actual net cost), or
- d) by the method provided in subparagraph 8.04.

Galveston County Project 12-003

Section 7.04 If none of the above methods set forth in clauses 8.03 (a), 8.03 (b), 8.03 (c) is agreed upon, the Contractor, provided he receives a written order signed by Galveston County shall promptly proceed with the work involved. The cost of such work shall be determined by Galveston County's authorized Representative on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit. In such case, and also under clauses 8.03 (c) and 8.03 (d) above, the Contractor shall keep and present, in such form as Galveston County's authorized Representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a change order. Unless otherwise provided in the contract documents, cost shall be limited to the following: cost of materials including cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom; workers or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost, payments, on account shall be made as determined by Galveston County. The amount of credit to be allowed by the Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by Galveston County. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change.

Section 7.05 Owner's Audit

- a) Owner's duly authorized representative shall have access, at all reasonable times, to all Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to any change(s) for the purpose of auditing and verifying Contractor's net cost of change or for any other reasonable purpose. Owner's representative shall have the right to reproduce any of the aforesaid documents. Contractor shall preserve, and shall cause its Contractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work.

Section 7.06 For work performed by a Sub-Contractor, the Contractor will be allowed to add 5% only and said Sub-Contractor mark-up shall not exceed the agreed upon percentages noted in Article 12 for overhead and profit

Galveston County Project 12-003

Article VIII.

Contractor Responsibilities

Section 8.01 The Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Galveston County and Galveston County's authorized Representative, or their authorized representatives. The Contractor shall, within a 24-hour notice from Galveston County's authorized Representative, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or un-worked, which Galveston County's authorized Representative, Galveston County, or their authorized representatives shall condemn as unsound or improper, or as in any way failing to conform to the contract documents. The Contractor shall make good at its own expense, all work damaged or destroyed thereby

Section 8.02 The Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby; to pay all fees, charges, assessments, and taxes, and to pay all fringe and other benefits required by Agreement or law.

Section 8.03 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save Galveston County, Galveston County's authorized Representative, and Architect or Engineer harmless from loss on account thereof, except that Galveston County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Galveston County.

Section 8.04 Should the Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, Galveston County shall be at liberty, after 48 hours written notice to the Contractor, to provide any such labor, equipment, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Contractor, under this Agreement. In the event of such refusal, neglect, or failure Galveston County shall also be at liberty to terminate the employment of the Contractor. Consequently, Galveston County may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore. In case of such discontinuance of the employment, the Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by Galveston County in finishing the work, such excess shall be paid by Galveston County to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to Galveston County. The expense incurred by Galveston County, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Contractor

Galveston County Project 12-003

Section 8.05 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Contractor. In such instance the Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of said termination. No payments shall be made for anticipated overhead and profit. Prior to making any payments under this clause, the Owner shall have the right to audit the records of the Contractor

Section 8.06 The Contractor agrees to adhere to the federal Occupational Safety & Health Act, state and local safety regulations and Galveston County's authorized Representative's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so.

Section 8.07 In the event the Contractor after a 24-hour written notice from Galveston County, Galveston County's authorized Representative, or duly authorized representative, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, Galveston County shall undertake these obligations and charge the cost of same to the Contractor's account without further notice to the Contractor.

Section 8.08 The Contractor agrees to notify Galveston County's authorized Representative's representative on the jobsite of all accidents which may occur to persons or property and shall provide Galveston County's authorized Representative's representative with a copy of all accident reports on appropriate forms. All reports shall be signed by the Contractor or his authorized representative and submitted within five (5) days of occurrence

Section 8.09 The Contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees. The Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site.

Section 8.10 The Contractor will not assign this Agreement, nor any moneys due or to become due under this Agreement, nor sublet the whole or any part of the work to be performed hereunder, without the written consent of the Owner and Galveston County's authorized Representative. In the event of such a consent, a Sub-Contractor must comply with all the requirements of this Agreement.

Section 8.11 The Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done. The Contractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors. The Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work

Section 8.12 The Contractor shall submit to Galveston County's authorized Representative upon request, copies of orders placed for the various materials required for the Project or authentic

Galveston County Project 12-003

stock lists if such material is normally a stock item. Order copies need not reflect prices but should indicate type of material, quantity, vendor name, and address, etc. The Contractor shall be required to submit to Galveston County's authorized Representative a monthly material status report, or more often if required by Galveston County's authorized Representative, as a prerequisite for the monthly progress payment. The Contractor shall notify Galveston County's authorized Representative immediately upon learning of a change of status of any material, equipment, or supplies

Section 8.13 The Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work

Section 8.14 The Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of Galveston County's authorized Representative and other trades in order to maintain construction progress schedules, as established by Galveston County's authorized Representative. In the event that his force is, in the judgment of Galveston County's authorized Representative, inadequate to meet the established schedules during the regular working hours, the Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to Galveston County. If for reasons not already stated, Galveston County's authorized Representative requires and directs the Contractor to work overtime, including Saturdays, Sundays or Holidays, the Contractor will be reimbursed the net premium rate only. The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit.

Section 8.15 The Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings. If required, the Contractor shall substantiate this employment of competent personnel to Galveston County's authorized Representative's satisfaction before initiating any work

Section 8.16 The Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Contractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations

Section 8.17 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, Galveston County's authorized Representative, or the Architect or Engineer, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner or Galveston County's authorized Representative, or by any other cause which Galveston County's authorized Representative determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as Galveston County's authorized Representative and Owner may determine.

Galveston County Project 12-003

Section 8.18 Right-To-Know each Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed. Before using on site any material listed in the right-to-know substance list, each Contractor will furnish Galveston County's authorized Representative a copy of the material safety data sheet for that substance

Section 8.19 In the event the Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers. In that event, the Contractor agrees that it will defend, indemnify and hold Galveston County harmless from any fines, costs, damages, penalties, attorneys fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination.

Article IX.

Galveston County's authorized Representative Responsibilities

Section 9.01 Galveston County's authorized Representative will be the Owner's representative and will administer the contract as described in the contract documents. Galveston County's authorized Representative will advise and consult with the Owner. Galveston County's authorized Representative will have authority to act on behalf of the Owner to the extent provided in the contract documents, as they may be modified by change order in accordance with other provisions of the trade contract

Section 9.02 The Contractor agrees to perform the work under the general direction and coordination of Galveston County's authorized Representative in accordance with the contract documents. Any directive given by Galveston County's authorized Representative shall be binding on the Contractor.

Section 9.03 Galveston County's authorized Representative, acting for the Owner and subject to the Owner's delegation of such authority, may perform all tasks necessary or appropriate to administer and manage the trade contract, and undertake any action with respect to the Contractor, that the Owner is entitled to undertake.

Section 9.04 Galveston County's authorized Representative shall not give instructions or orders directly to employees or workers of the Contractor, except to persons designated as authorized representatives of the Contractor.

Article X.

Equal Opportunity

Section 10.01 During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin. The Contractor will

Galveston County Project 12-003

comply with all provisions of Executive Order No. 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U.S.C. 4212) and their implementing regulations at 41 CFR Chapter 60.

Article XI.

Alterations

Section 11.01 Refer to the Proposal Form for the overhead and profit allowable under Article 8.03. A, 8.03 B, 8.03 C:

10 % Overhead

10 % Profit

Article XII.

Complete Agreement

Section 12.01 This Agreement, together with all documents, Project Manual, drawings, incorporated herein by reference, constitute the entire Agreement between Galveston County and Contractor. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein

Section 12.02 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

Galveston County Project 12-003

This Contract is issued pursuant to award made by Commissioners' Court on TBD, 2016.

EXECUTED this November 22nd, 2016.

COUNTY OF GALVESTON, TEXAS

BY:

Mark Henry, County Judge

ATTEST:

Dwight Sullivan, County Clerk

CONTRACTOR

ECOXStream, LLC

BY:

Signature - Title - Owner

Geoffrey Daenen
Printed Name

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Ecoxstream, LLC
Hitchcock, TX, United States

Certificate Number:
2016-72946

Date Filed:
06/20/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston County

Date Acknowledged:
06/24/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NA
Construction Services

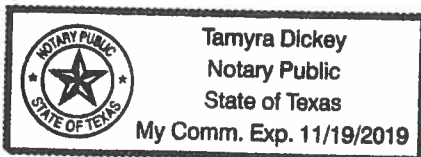
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Daenen, Geoffrey	League City, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Geoffrey Daenen, this the 29 day of November, 20 16, to certify which, witness my hand and seal of office.

[Signature] Tamyra Dickey Administrative Coordinator
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

AGENDA ITEM #17.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 11/17/2016		2. Contract Type: <u>Expense</u> Revenue Other		3. Renewal Contract: <u>Yes</u> / No			
4. Department Name: Information Technology				5. Department Contact:			
6. Description: Replacement batteries for UPS emergency power backup systems;							
7. IFAS PEID No: 719080		8. IFAS Req No: CR701633		9. Orgkey: 1101159100		10. Object Code: 5745000 <u>5423000</u> <i>RR</i>	
11. Vendor: Millennium UPS				12. Vendor Contract No:			
13. Requested Legal Review: Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
<i>Maintenance Technology Hardware</i>	<i>5423000</i> <i>RR</i>	<i>\$317,000</i>	18125.92				
22. Totals:		<i>\$317,000</i>	18,126	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: <i>12/6/16</i>		Auto Renewal Contract: Yes <u>No</u>		Bid No: <i>N/A</i>			
Contract End Date: <i>12/5/17</i>		Contract # Issued By Purchasing: <i>CM17070</i>		Form 1295 Certificate #: <i>2016-108223</i>			

* Dates may change

Approved By:	Signature	Date
Department Head:	<i>Janeisha Kelly</i>	
Purchasing Agent:	<i>Tommy Luck for Rufus Crowder</i>	<i>11/30/16</i>
County Legal:	<i>[Signature]</i>	<i>11/30/2016</i>
Contract Listed in Budget Documentation: YES NO		
County Budget Office:	<i>[Signature]</i>	<i>11/30/16</i>
Budget Available and Funds are/will be Available: <u>YES</u> NO		
County Auditor:	<i>[Signature]</i>	<i>12/1/16</i>



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 17-Nov-2016

Deliver To : INFORMATION TECHNOLOGY

Date Required : 17-Nov-2016

Quantity	Unit	Description	Unit Price	Total	Rvcd.		Paid
40	EA	CSB-VRLA BATTERY (3 YR WARRANTY) REPLACEMENT IN A TOSHIBA G9000	\$ 142.76	\$ 5,710.40			
1	EA	BATTERY INSTALLATION/REMOVAL ON QTY 40 VRLA BATTERIES IN A TOSHIBA G9000 UPS	\$ 900.00	\$ 900.00			
1	EA	BATTERY FREIGHT: DOCK TO DOCK	\$ -	\$ -			
1	EA	EPA DISPOSAL	\$ -	\$ -			
1	EA	MILEAGE: GALVESTON, TX	\$ -	\$ -			
24	EA	CSB VRLA BATTERY (3 YR WARRANTY) REPLACEMENT IN A TOSHIBA 4200FA CT UNIT	\$ 166.88	\$ 4,005.12			
1	EA	BATTERY INSTALLATION/REMOVAL ON QTY 24 VRLA BATTERIES IN A TOSHIBA 4200RA CT UPS	\$ 900.00	\$ 900.00			
1	EA	BATTERY FREIGHT: DOCK TO DOCK	\$ -	\$ -			
40	EA	CBS VRLA BATTERY (3 YR WARRANTY) REPLACEMENT IN A LIEBERT-NPOWER UPS	\$ 142.76	\$ 5,710.40			
1	EA	BATTERY INSTALLATION/REMOVAL ON QTY 40 VRLA BATTERIES IN A LIEBERT NPOWER UPS	\$ 900.00	\$ 900.00			
1	EA	BATTERY FREIGHT: DOCK TO DOCK	\$ -	\$ -			
1	EA	*All work done after 5 on weekdays or on weekends	\$ -	\$ -			
1	EA	EPA DISPOSAL	\$ -	\$ -			
1	EA	MILEAGE: GALVESTON, TX	\$ -	\$ -			
		TOTAL:		\$ 18,125.92			
		REPLACEMENT BATTERIES FOR UPS EMERGENCY POWER BACKUP SYSTEMS; QUOTE#: GALV1169 and GALV995					

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

Charge to a/c : 11011591005745000

CR# CR701633

Suggested Vendor : MILLENNIUM UPS

Vendors Contacted:

#1:

#2:

#3:

**I have this date order the above material or services from
vendor: 719080**

Purchase Order Number:

Date emailed to vendor:

Date emailed to AP:

Date approved in One Solution:



Information Technology Department

5WH- Replacement of Batteries in Three UPS Units

CAR Form Description (Goes on Agenda):

Batteries in three UPS emergency power backup systems are in need of replacement

Note: Don't forget to include "Submitted by I.T. on behalf of...." in the above text.

What: Replace batteries in three Uninterruptible Power Supply emergency power backup systems supporting critical systems in three facilities.

Who: Millennium UPS

Where: Galveston County Courthouse, Joe Max Taylor Law Enforcement Building, Galveston County Health District

When: Prior to 12/31/2016 due to possible battery price increases after year end

Why: Batteries in these units are at end of life. Some are leaking and overheating. PM inspection indicates need for replacement ASAP.

How: Procure from: Millennium UPS

Item / Description	Quantity	Units	Total \$
12-350MR batteries in Toshiba 4200, 722 Moody	24	1	4,905.12
12-400MR batteries in Liebert NPower, 601 54th St	40	1	6,610.40
12-300MR batteries in Toshiba G9000 9850 Emmett F. Lowry Expressway	40	1	6610.40
TOTAL:			\$18,125.92

Total \$

Submitting documents / info: See attached

Charge to account: Tech Hardware - 5745000

Submitted by: Darren Withers

Date: 11.17.16

Approved by:


IT Director / Assistant IT Director

Date: 11 / 17 / 2016

PR	CR701633	PO	Status	Sec Cd	1591	Aprv
Vendor	159100 INFORMATION TECHNOLOGY 722 MOODY AVE 2ND FL GALVESTON, TX 77550		PR			
ShipTo	Addr SA		Reqst'd	J. GILES	X2220	
Reprint	Date	11/17/2016	Dates			
Printed	PO Total:	\$18,125.92	Invoiced:	\$0.00		
	Balance:	\$18,125.92				

Item Number	Quantity	Fully Qualified Account No.	Description	Unit Price	Extended Amt	Product Code
0001	40 GL	11011591005745000	CSB VRLA BATTERY (3 YR WARRANTY)	142.76	5,710.40	96100
0002	1 GL	11011591005745000	BATTERY INSTALLATION/REMOVAL C	900.00	900.00	96100
0003	1 GL	11011591005745000	BATTERY FREIGHT: DOCK TO DOCK	0.00	0.00	96100
0004	1 GL	11011591005745000	EPA DISPOSAL	0.00	0.00	96100
0005	1 GL	11011591005745000	MILEAGE: GALVESTON, TX	0.00	0.00	96100
0006	24 GL	11011591005745000	CSB VRLA BATTERY (3 YR WARRANTY)	166.88	4,005.12	96100
0007	1 GL	11011591005745000	BATTERY INSTALLATION/REMOVAL C	900.00	900.00	96100
0008	1 GL	11011591005745000	BATTERY FREIGHT: DOCK TO DOCK	0.00	0.00	96100
0009	40 GL	11011591005745000	CBS VRLA BATTERY (3 YR WARRANTY)	142.76	5,710.40	96100
0010	1 GL	11011591005745000	BATTERY INSTALLATION/REMOVAL C	900.00	900.00	96100
0011	1 GL	11011591005745000	BATTERY FREIGHT: DOCK TO DOCK	0.00	0.00	96100
0012	1 GL	11011591005745000	*All work done after 5 on weekdays c	0.00	0.00	96100

Technology Hardware

Object: 5745000

Purchased	2016 Approved Budget	2017 Description	2017 Proposed Budget	2017 Notes / Comments	2017 Approved Budget	2017 Budget Approval Comments
	0	Open Pool of Money Pertaining to a Fixed Asset Purchases	0		0	
		VM host	125,000	Virtual Server Growth		
		VDI growth	80,000	Virtual Desktop Growth		
		EOL switches/ Routers	60,000	Replace Outdated Switches & Routers		
		LogRhythm Audit Log (Hardware)	30,000	Needed for Annual Audit Reporting		
		Large UPS batteries	22,000	Replacement Batteries for UPS (2 Units)		
		Rugged Laptops	0			
		7 Domain Controllers	0			
		Physical Servers	0			
		Mosquito Control	0			
		Hightsland Buildout	0			
Total:	0		317,000		0	

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Millennium UPS LLC
Fontana, CA United States

Certificate Number:
2016-108223

Date Filed:
09/06/2016

Date Acknowledged:

9/7/16

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

UPS Maintenance
UPS Maintenance and service.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office.

**SEE NOTARY
ATTACHED**

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

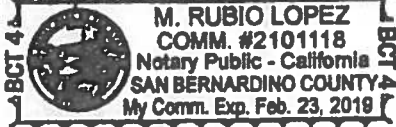
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

SEE NOTARY
ATTACHED

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 06
day of September, 2016, by Jazzmine
A. Lomeli

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in black ink, appearing to be "M. Rubio Lopez", written over a horizontal line.



Quotation Terms of Sale

Purchase Order

To expedite order processing the Quotation # **must** be referenced in your purchase order. All purchase orders must be made out to:
Millennium UPS LLC
11251 Sierra Avenue
Suite 2E-630
Fontana, CA 92337

Warranties

- UPS - Warranty period established by the Manufacturer in effect after equipment start-up or 12 months after equipment shipment
- Batteries – Manufacturer warranty after equipment start-up. The battery manufacturer's warranty shall be passed directly through to the final customer and shall have a minimum period of one year with full replacement for defects, unless otherwise specified or amended.
- Batteries shall not be stored for a period exceeding three months without powering up the equipment for a minimum period of eight hours to recharge the batteries. Failure to properly maintain the battery during prolonged storage may void the battery warranty
- Batteries will be placed and maintained at a temperature recommended by the manufacturer. Failure to follow manufacturer's guidelines will void battery warranty.
- Standard warranty includes 12 months of remedial onsite service, parts, freight costs associated with delivery of parts to the job-site, labor and expenses on a 7X24 basis or as otherwise specified in proposal

Payment

- Final payment terms are established on approved credit
- All "turn-key" projects (or hardware/systems only projects) in excess of \$25,000.00 require 50% deposit with the Purchase Order, 25% upon shipment and the 25% balance due upon completion or within thirty (30) days of completion of Millennium UPS's scope-of-work.
- All "installation only" (labor only) or "installation & materials only" (labor & materials) orders in excess of \$25,000.00 (orders that don't include the support systems hardware) require 50% with the Purchase Order and the 50% balance due upon completion or within thirty (30) days of completion of Millennium UPS's scope-of-work.
- Purchase orders, for any value, for technical furniture systems require 50% deposit with the order and the balance due upon installation or within thirty (30) days of delivery whichever occurs first.
- Millennium's standard terms and conditions of sale shall apply to all sales made by Millennium UPS resulting from this proposal
- Additional or differing terms contained in buyer's purchase orders, invoices, confirmations or other documents generated by buyer are hereby rejected, and shall not be binding on either party unless either party specifically agrees in writing to accept such additional or differing terms
- Cancellation charges will be assessed to any purchase order canceled after the project has commenced based on receipt of letter of intent, authorization to proceed, or written purchase order

Local Support

- Provided by Trained Field Service Engineers located in the Greater Metropolitan Areas
- Typical 15 minute call back response after Millennium UPS receives a trouble call request at (888) 694-4361 EXT. 0
- 4 hour or less on-site response is typical in the Greater Metropolitan Areas

Additional Item's NOT included in this proposal

- Electrical permits, plan check fees, site specific drawings, inspections or engineering of any kind
- Structural engineering or calculations of any kind
- Battery spill containment of any kind
- Any power cables, control wires or communication cables
- Installation of UBC seismic zone 4 anchor kits or anchor bolt hardware
- Any power cable lugs to connect input to UPS, MBS or output switchgear
- Load Bank power cable rental or hook up or run of power cables if required or commissioning unless noted in proposal
- State and Local taxes



Quotation Terms of Sale (cont.)

MILLENNIUM UPS, Inc. ("MILLENNIUM UPS") and the purchaser ("Purchaser") identified in the quotation ("Quotation") to which these Terms of Sale are attached, agree that all orders placed under the Quotation are subject to the following terms and conditions of sale:

1. PRICES AND TAXES: All prices herein are firm for goods and/or services ordered within thirty (30) days from the date of this Quotation specifying delivery as quoted in this Quotation. Prices stated herein do not include freight, handling charges or sales tax unless these items are specifically listed and priced in this Quotation. Prices stated herein are F.O.B. Shipping Point (unless otherwise stated). MILLENNIUM UPS shall list on its invoices any such tax collectible by MILLENNIUM UPS at the time of this sale which is lawfully applicable to any such goods or services otherwise payable by the Purchaser and not subject to exemption of resale certificates.

2. PAYMENT: Payment of invoice is due within thirty (30) days of the invoice date unless otherwise stated in the Quotation. Payment to MILLENNIUM UPS shall not be contingent on third party payments to Purchaser. Any payment not made when due shall be subject to an interest charge at the maximum rate permitted by law. Additionally, if any payment is not made when due, MILLENNIUM UPS reserves the right to refuse to provide any further goods or services until such payment and the applicable interest charge have been received. If MILLENNIUM UPS takes any action to collect on an invoice issued to Purchaser, or to enforce any of its rights against Purchaser, Purchaser agrees to pay all costs and expenses incurred by MILLENNIUM UPS including attorneys' fees. At all times, Purchaser's financial responsibility shall be satisfactory to MILLENNIUM UPS, in its sole discretion. Accordingly, MILLENNIUM UPS reserves the right to (i) require prepayment of any order placed by Purchaser, (ii) the submission of order payment security satisfactory to MILLENNIUM UPS, or (iii) the cancellation of any of Purchaser's orders. Purchaser hereby authorizes MILLENNIUM UPS to make whatever credit investigations MILLENNIUM UPS deems appropriate in regard to Purchaser.

3. SHIPMENT/TITLE: If the Purchaser cannot accept delivery of ordered goods, Purchaser will arrange for storage. MILLENNIUM UPS shall not be liable to or responsible for any damages or loss for delay or default in delivery due to any cause beyond MILLENNIUM UPS's reasonable control, nor shall Purchaser cancel or have the right to cancel the purchase order because of delays or default in delivery due to such causes. Title to goods and/or services purchased by Purchaser from MILLENNIUM UPS, including risk of loss, shall pass to Purchaser upon delivery of the goods/services to the carrier at the Shipping Point.

4. LIMITED LIABILITY: Purchaser agrees that MILLENNIUM UPS's total liability on any claim, for any loss or damage, shall not exceed the total amount paid by the Purchaser to MILLENNIUM UPS. MILLENNIUM UPS shall not be liable for any incidental or consequential damages, including without limitation, loss of use, loss of profit, or liability to third parties, unless such loss, damage or similar injury is attributable to the sole negligence or misconduct of MILLENNIUM UPS, its employees, agents or representatives.

5. DISCLAIMER OF WARRANTY: MILLENNIUM UPS MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. Notwithstanding the above, MILLENNIUM UPS agrees to supply Customer with any warranties that may be provided by the manufacturer of the goods/replacement parts and MILLENNIUM UPS warrants that the services described in this Quotation shall be performed in a professional and workmanlike manner by qualified personnel following manufacturer's published specifications, standards, and guidelines and in accordance with industry standards. MILLENNIUM UPS shall not be responsible for the failure to provide goods and/or services due to causes beyond MILLENNIUM UPS's reasonable control.

6. GOVERNING LAW TERMS: This Quotation and the performance thereof shall be governed by the laws of the State of California. Should any portion of these Terms of Sale be held unenforceable or invalid for any reason, the remaining portions shall be unaffected by such holding. These Terms of Sale may be amended, modified or supplemented by MILLENNIUM UPS upon giving written notice to Purchaser.

7. ACCEPTANCE: These Terms of Sale contain the entire understanding of MILLENNIUM UPS and Purchaser with respect to the subject matter hereof. Any terms and provisions of the Purchaser's order or other Purchaser's documents which are inconsistent with any of these Terms of Sale are rejected, and will not be binding on MILLENNIUM UPS or considered applicable to the sale of the goods or services ordered. Acceptance of the terms and conditions hereof by the Purchaser shall be conclusively indicated by the Purchaser's placing an order and the subsequent sale and shipment by MILLENNIUM UPS of the goods or services covered by the Quotation.

Once an order is placed by Purchaser and accepted by MILLENNIUM UPS, it may not be cancelled in whole or in part, without MILLENNIUM UPS's written approval. Cancellation charges will be incurred on any orders cancelled, and approved by MILLENNIUM UPS, and will be based on percent of completion of goods or services sold up to 100% of the sale amount. No modifications of this document whether by Purchaser in its purchase order or otherwise, shall have any effect or be binding upon MILLENNIUM UPS, unless expressly agreed to in writing by a duly authorized officer of MILLENNIUM UPS.



Critical Power Services
11251 Sierra Avenue #2E-630
Fontana, CA 92337
888.694.4361
www.millenniumups.com

SALES QUOTE

Quote #: GALV 1169
Date: 11/30/2016
Salesperson: Michael Lomeli
Exp. Date: 12/31/2016

Customer: County of Galveston
Location: Galveston, TX
Address: 722 Moody Avenue
Suite 202
Galveston, TX 77550

Name: Reese Kimmons
Phone: 409-770-6217
Fax:
Email: Reese.Kimmons@co.galveston.tx.us

Item	Qty	Description	Unit Price	Ext Price
1	40.00	Qty 40 - CSB VRLA Battery (3 year warranty) replacement in a Toshiba G9000	\$142.76	\$5,710.40
2	1.00	Battery Installation/Removal on Qty 40 VRLA batteries in a Toshiba G9000 UPS *All work to be done after 5 PM weekdays or weekends.	\$900.00	\$900.00
3	1.00	Battery Freight: Dock To Dock (Additional charges may apply if lift gate or inside delivery is needed)	\$0.00	\$0.00
4	1.00	EPA Disposal (Included)	\$0.00	\$0.00
5	1.00	Mileage: Galveston, TX (Included)	\$0.00	\$0.00

Battery sales are due upon receipt of shipment. Balance is due Net 30 upon credit approval & upon job completion. Please remit acceptance by signing & issuing a purchase order by fax to 877.262.4260 or email to accounting@millenniumups.com.

Each party executing this Agreement on behalf of a company, personally represents that they are authorized to execute this Agreement, and that this Agreement is binding.

Thank you!

Subtotal:	\$6,610.40
Sales Tax (.000%):	\$0.00
Total:	\$6,610.40

Accepted By: _____

Accepted Date: _____



Critical Power Services
11251 Sierra Avenue #2E-630
Fontana, CA 92337
888.694.4361
www.millenniumups.com

SALES QUOTE

Quote #: GALV 995
Date: 11/30/2016
Salesperson: Michael Lomeli
Exp. Date: 12/31/2016

Customer: County of Galveston
Location: Galveston, TX
Address: 722 Moody Avenue
Suite 202
Galveston, TX 77550

Name: Reese Kimmons
Phone: 409-770-6217
Fax:
Email: Reese.Kimmons@co.galveston.tx.us

Item	Qty	Description	Unit Price	Ext Price
1	24.00	Qty 24- CSB VRLA Battery (3 year warranty) replacement in a Toshiba 4200FA CT Unit.	\$166.88	\$4,005.12
2	1.00	Battery Installation/Removal on Qty 24 VRLA Batteries in Toshiba 4200RA CT UPS *All work to be done After 5pm weekdays or weekends	\$900.00	\$900.00
3	1.00	Battery Freight: Dock To Dock (Additional charges may apply if lift gate or inside delivery is needed)	\$0.00	\$0.00
4	40.00	Qty 40 -CSB VRLA Battery (3 year warranty) replacement in a Liebert-NPower 130 kva Unit	\$142.76	\$5,710.40
5	1.00	Battery Installation/Removal on Qty 40 VRLA Batteries in a Liebert NPower UPS *All work to be done After 5pm weekdays or weekends	\$900.00	\$900.00
6	1.00	Battery Freight: Dock To Dock (Additional charges may apply if lift gate or inside delivery is needed)	\$0.00	\$0.00
7	1.00	*All work to be done After 5pm weekdays or weekends	\$0.00	\$0.00
8	1.00	EPA Disposal (Included)	\$0.00	\$0.00
9	1.00	Mileage:Galveston TX, 77550 (Included)	\$0.00	\$0.00

Battery sales are due upon receipt of shipment. Balance is due Net 30 upon credit approval & upon job completion. Please remit acceptance by signing & issuing a purchase order by fax to 877.262.4260 or email to accounting@millenniumups.com.

Each party executing this Agreement on behalf of a company, personally represents that they are authorized to execute this Agreement, and that this Agreement is binding.

Thank you!

Subtotal: \$11,515.52

Sales Tax
(.000%): \$0.00

Total: \$11,515.52

Accepted By: _____

Accepted Date: _____

Kimmons, Reese

From: michael@millenniumups.com
Sent: Tuesday, November 08, 2016 11:43 AM
To: Kimmons, Reese
Cc: Angelina Arzola
Subject: UPS Reports for Annual PM (2 of 2)
Attachments: Co. of Galveston APM1445 ID2289 4200FA 70605540.pdf; Co. of Galveston APM1445 ID2293 Npwr 37-3767.pdf; Co. of Galveston APM1445 ID2302 G9000 10-7E417560012.pdf

Importance: High

Good morning Reese,

Please find the attached reports for the inspection completed last week. These units are in good operating condition, however the batteries are in very poor condition and put your organization at risk for potential down time. We will be providing updated quotes for these units including labor for your review. Please let us know if you have any questions or concerns.

Thank you!!

Michael Lomeli
National Service Manager
Office: 888.694.4361 x302
Direct: 909.332.3351
michael@millenniumups.com
www.millenniumups.com

EXCEEDING EXPECTATIONS



24-hour Response Line: (888) 694-4361

service@millenniumups.com

Work
Order

APM1445

Site
ID

GALV

Date:

November 1, 2016

Site:

County of Galveston

Address

9850 Emmett F Lowry Expressway

City, State

Texas City, 77591

Contact
Info

SitePoint of Contact

Reese Kimmons

Phone/Cell

(409) 770-6217

E-Mail

Reese.Kimmons@co.galveston.tx.us

General Maintenance Type OR

Preventive Maintenance Type

Billed As

Trouble Call ☐

Repair Maintenance ☐

Warranty Service ☐

Battery Installation ☐

Specialized Testing ☐

Onsite Site Walk / Standby ☐

Start Up / Restart ☐

One Time PM ☐

Monthly PM ☐

Quarterly PM ☐

SAPM / Minor PM ☒

APM / Major PM ☐

Contract Work ☒

Time and Materials Work ☐

Equipment Survey ☐

Public Relations ☐

Training ☐

ACCESS DENIED (trip charge) ☐

EQUIPMENT

MAKE

MODEL

KVA/KW

SERIAL NUMBER

CFG/PART NUMBER

UPS SYSTEM ID 2302 ☒

TOSHIBA

G9000

100

10-7E4175600012

N/A

EXT. BYPASS CABINET ☐

BATTERY STRING 1 ☒

C&D

12-300MR

Date Code

1/1/2011

Quantity

40

Field Service Technician:

D. Revo

M
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a
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e

Performed a minor inspection on the UPS system and batteries. All system checks verified and tested. Batteries did not pass visual inspection and testing was marginal. No additional problems to report.

R
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n

1

Replace all batteries due to age and condition.

Batteries #19 & #3 are leaking from the positive post. Battery inspection failed due to age and physical condition

2

3

TOSHIBA UPS System					Work Order	APM1445	Site ID	GALV					
					Date	11/01/16							
					Site	County of Galveston							
					9850 Emmett F Lowry Expressway Texas City, 77591		Reese Kimmons (409) 770-6217 x0						
Room Number		Room Location		Mfg Date									
TECH		D. Revo		KVA/KW		100		N/A		N/A		Jan-00	

Make		TOSHIBA		Model		G9000		Serial		10-7E4175600012	
Single Mod UPS?		<input checked="" type="checkbox"/>		or Multi Mod?		<input type="checkbox"/>		Rm Temp		81 F.	
Air Filter Info		NONE									


Value		Displayed Value		Actual Measurement				
UPS INPUT	Voltage A-B	486.0	Vac	488.00	Vac	279.00	A-N	
	Voltage B-C	488.0	Vac	481.00	Vac	282.00	B-N	
	Voltage C-A	487.0	Vac	479.00	Vac	275.00	C-N	
	Current-A	N/A	Aac	u/a	Aac			
	Current-B	N/A	Aac	u/a	Aac			
	Current-C	N/A	Aac	u/a	Aac			
	BYPASS	Voltage A-B	N/A	Vac	488.00	Vac	279.00	A-N
		Voltage B-C	N/A	Vac	481.00	Vac	282.00	B-N
		Voltage C-A	N/A	Vac	479.00	Vac	275.00	C-N
		Frequency	60.0	Hz	60.00	Hz		
BATTERY	DC Voltage	545.0	Vdc	545.0	Vdc			
	DC Amps	0.0	Adc	0.0	Adc			
	Battery Reserve	0%						
	AC Ripple Voltage:		0.00	Vac				
	AC Ripple Current:		0.0	Aac				
Voltage Balance (to ground):		+000.00	Pos	-000.00	Neg			
UPS OUTPUT	Voltage A-B	480.0	Vac	480.00	Vac			
	Voltage B-C	480.0	Vac	479.00	Vac			
	Voltage C-A	480.0	Vac	479.00	Vac			
	Voltage A-N	N/A	Vac	275.00	Vac			
	Voltage B-N	N/A	Vac	276.00	Vac			
	Voltage C-N	N/A	Vac	277.00	Vac			
	Current-A	19.0	Aac	19.0	Aac			
	Current-B	16.0	Aac	16.0	Aac			
	Current-C	7.0	Aac	7.0	Aac			
	Neutral Current	0.0	Aac	0.0	Aac			
Frequency	60.0	Hz	60.00	Hz				
LOAD	Phase-A	16.0		5.2	kVA / kW			
	Phase-B	16.0		4.4	kVA / kW			
	Phase-C	6.0		1.9	kVA / kW			
	Power Factor (PF)	0.96		0.96	PF			
	Total Power Output	0.2		11.6	kVA / kW			
	Percentage of Load	15%		12.06	%			
CAPS	(Typical lifespan is 8-10 years)			Clock		Non Adjustable: <input type="checkbox"/>		
	AC Input:	2000		As Found	0:00			
	AC Output:	2000		Adjusted:	0:00			
	DC Capacitors:	2000		Run Time:	N/A			

INSPECTION	Power fuses	<input checked="" type="checkbox"/>	Pass	Note	N/A	
	Snubber resistors	<input checked="" type="checkbox"/>				
	Power Connections	<input checked="" type="checkbox"/>				
	Semiconductor Devices	<input checked="" type="checkbox"/>				
	Inductors / Transformers	<input checked="" type="checkbox"/>				
	Breakers / Contactors	<input checked="" type="checkbox"/>				
	AIR	Fans	<input checked="" type="checkbox"/>			
		Air filter	<input checked="" type="checkbox"/>			
		Environment	<input checked="" type="checkbox"/>			
		Module Cleanliness	<input checked="" type="checkbox"/>			
OFFLINE CHECK	Not applicable this PM: <input type="checkbox"/>		Pass	Note	N/A	
	Power Supply Capacitors	<input checked="" type="checkbox"/>				
	DC Capacitors	<input checked="" type="checkbox"/>				
	Input Filter Capacitors	<input checked="" type="checkbox"/>				
	Output Filter Capacitors	<input checked="" type="checkbox"/>				
	Inductors / Transformers	<input checked="" type="checkbox"/>				
	Power Connections	<input checked="" type="checkbox"/>				
	Semiconductor Devices	<input checked="" type="checkbox"/>				
	Circuit Boards	<input checked="" type="checkbox"/>				
	Relay Seating	<input checked="" type="checkbox"/>				
CHECK	EPO Connections	<input checked="" type="checkbox"/>				
	Wiring Connections	<input checked="" type="checkbox"/>				
	Ribbon Cables / Terminals	<input checked="" type="checkbox"/>				
	Interior Cleaned	<input checked="" type="checkbox"/>				

LOGIC POWER SUPPLY BYPASS MODE ONLY!			
Value	Measured	Value	Measured
N/A	N/A	N/A	N/A
Phase-A trap current IN:		N/A	OUT: N/A
Phase-B trap current IN:		N/A	OUT: N/A
Phase-C trap current IN:		N/A	OUT: N/A

COMMENTS	
UPS is in good working order and within all manufacturer's specifications.	

<h1>Battery String Data</h1>				Work	Order	APM1445	Site ID	GALV			
				Date		11/01/16					
				Site		County of Galveston					
				9850 Emmett F Lowry Expressway Texas City, 77591			Reese Kimmons (409) 770-6217 x0				
TECH		D. Revo		UPS Make		TOSHIBA		UPS Serial	10-7E4175600012		
Visual Inspection:		Pass	Note	Post / Connections:		Pass	Note	DC Float Voltage			
Infra-red Scan:				Re-torque:				millivolts AC			
								Ambient Temp			
String		1		String		N/A		String		N/A	
INT / EXT		EXT		INT / EXT		N/A		INT / EXT		N/A	
Battery Make		C&D		Battery Make		N/A		Battery Make		N/A	
Battery Model		12-300MR		Battery Model		N/A		Battery Model		N/A	
Date Code		Jan-11		Date Code		N/A		Date Code		N/A	
Offline DC Check		545.00		Offline DC Check		N/A		Offline DC Check		N/A	
Amps AC		0.00		Amps AC:		N/A		Amps AC		N/A	
DC Volts		mV AC		DC Volts		mV AC		DC Volts		mV AC	
1	13.50	1.00		1				1			
2	13.50	1.00		2				2			
3	13.4	0.65		3				3			
4	13.50	0.65		4				4			
5	13.50	0.65		5				5			
6	13.50	1.00		6				6			
7	13.50	0.66		7				7			
8	13.60	1.00		8				8			
9	13.50	1.00		9				9			
10	13.50	1.00		10				10			
11	13.50	0.66		11				11			
12	13.50	1.00		12				12			
13	13.50	1.00		13				13			
14	13.50	0.64		14				14			
15	13.40	1.00		15				15			
16	13.50	0.64		16				16			
17	13.50	1.00		17				17			
18	13.60	1.00		18				18			
19	13.60	1.00		19				19			
20	13.60	1.00		20				20			
21	13.60	0.64		21				21			
22	13.30	0.66		22				22			
23	13.50	0.64		23				23			
24	13.60	1.00		24				24			
25	13.50	1.00		25				25			
26	13.60	1.00		26				26			
27	13.50	0.65		27				27			
28	13.50	0.63		28				28			
29	13.60	0.63		29				29			
30	13.50	1.00		30				30			
31	13.60	1.00		31				31			
32	13.50	0.62		32				32			
33	13.50	1.00		33				33			
34	13.40	0.63		34				34			
35	13.50	0.63		35				35			
36	13.00	0.62		36				36			
37	13.50	1.00		37				37			
38	13.50	1.00		38				38			
39	13.60	1.00		39				39			
40	13.60	1.00		40				40			
COMMENTS				COMMENTS				COMMENTS			
#19 & #3 are leaking from the positive post. Battery inspection failed due to age and physical condition.											

rev. 1-2016 <div style="text-align: center;">  millennium ups Critical Power Services </div> <p style="text-align: center; margin-top: 10px;">24-hour Response Line: (888) 694-4361</p> <p style="text-align: center; margin-top: 10px;">service@millenniumups.com</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Work Order</td> <td style="width: 35%;">APM1445</td> <td style="width: 15%;">Site ID</td> <td style="width: 35%;">GALV</td> </tr> <tr> <td>Date:</td> <td colspan="3">November 2, 2016</td> </tr> <tr> <td>Site:</td> <td colspan="3">County of Galveston</td> </tr> <tr> <td>Address</td> <td colspan="3">601 54th Street.</td> </tr> <tr> <td>City, State</td> <td colspan="3">Galveston, TX. 77551</td> </tr> <tr> <td>Contact Info</td> <td colspan="3">SitePoint of Contact Reese Kimmons</td> </tr> <tr> <td>Phone/Cell</td> <td>(409) 770-6217</td> <td></td> <td></td> </tr> <tr> <td>E-Mail</td> <td colspan="3">Reese.Kimmons@co.galveston.tx.us</td> </tr> </table>		Work Order	APM1445	Site ID	GALV	Date:	November 2, 2016			Site:	County of Galveston			Address	601 54th Street.			City, State	Galveston, TX. 77551			Contact Info	SitePoint of Contact Reese Kimmons			Phone/Cell	(409) 770-6217			E-Mail	Reese.Kimmons@co.galveston.tx.us												
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Field Service Technician:

D. Revo

M a i n t e n a n c e	Performed a minor inspection on the UPS system and batteries. All system checks verified and tested. Batteries did not pass visual inspection and testing was marginal. No additional problems to report.								
R e c o m m e n d a t i o n	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">1</td> <td>Replace all batteries due to age and physical condition.</td> </tr> <tr> <td colspan="2" style="padding: 5px;">All batteris show signs of stress. Seals are breached on the majority of the jars, and elctrolyte is present due to internal degradation.</td> </tr> <tr> <td style="text-align: center;">2</td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td></td> </tr> </table>	1	Replace all batteries due to age and physical condition.	All batteris show signs of stress. Seals are breached on the majority of the jars, and elctrolyte is present due to internal degradation.		2		3	
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2									
3									

NPOWER UPS System					Work Order	APM1445	Site ID	GALV
					Date	11/02/16		
					Site	County of Galveston		
					601 54th Street. Galveston, TX. 77551		Reese Kimmons (409) 770-6217 x0	
					Room Number	Room Location	Mfg Date	
TECH	DOWN REVO	KVA/KW	130	2nd Flr	DATA CENTER	Apr-04		

Make	LIEBERT		Model	NPOWER		Serial	37-3767	
Single Mod UPS?	<input checked="" type="checkbox"/>	or Multi Mod?	<input type="checkbox"/>	Rm Temp	71 F.	Air Filter Info	(1) 25X25X1	

		Value	Displayed Value	Actual Measurement				
UPS INPUT	Voltage A-B	497.0 Vac	496.0 Vac	285.00 A-N				
	Voltage B-C	491.0 Vac	488.0 Vac	286.00 B-N				
	Voltage C-A	492.0 Vac	487.0 Vac	283.00 C-N				
	Current-A	42.0 Aac	42.0 Aac					
	Current-B	42.0 Aac	42.0 Aac					
	Current-C	40.0 Aac	40.0 Aac					
	BYPASS	Voltage A-B	N/A Vac	496.00 Vac	285.00 A-N			
		Voltage B-C	N/A Vac	488.00 Vac	286.00 B-N			
		Voltage C-A	N/A Vac	487.00 Vac	283.00 C-N			
Frequency		60.0 Hz		Hz				
BATTERY	DC Voltage	543.0 Vdc	543.0 Vdc					
	DC Amps	0.0 Adc	0.0 Adc					
	Battery Reserve	100%						
	AC Ripple Voltage:		0.00 Vac					
		AC Ripple Current:	0.0 Aac					
Voltage Balance (to ground):		+000.00 Pos	-000.00 Neg					
UPS OUTPUT	Voltage A-B	479.0 Vac	478.0 Vac					
	Voltage B-C	479.0 Vac	478.0 Vac					
	Voltage C-A	480.0 Vac	479.0 Vac					
	Voltage A-N	277.0 Vac	274.00 Vac					
	Voltage B-N	277.0 Vac	275.00 Vac					
	Voltage C-N	277.0 Vac	275.00 Vac					
	Current-A	32.0 Aac	32.0 Aac					
	Current-B	33.0 Aac	33.0 Aac					
	Current-C	37.0 Aac	37.0 Aac					
	Neutral Current	0.0 Aac	0.0 Aac					
	Frequency	60.0 Hz	60.00 Hz					
	LOAD	Phase-A	9.0	8.8 kVA / kW				
Phase-B		9.0	9.1 kVA / kW					
Phase-C		10.0	10.2 kVA / kW					
Power Factor (PF)		0.98	0.96 PF					
Total Power Output		22.0	28.0 kVA / kW					
Percentage of Load		22%	22.45 %					
CAPS	(Typical lifespan is 8-10 years)		Clock	Non Adjustable: <input type="checkbox"/>				
	AC Input:	2004	As Found	0:00				
	AC Output:	2004	Adjusted:	0:00				
	DC Capacitors:	2004	Run Time:	N/A				

INSPECTION	Power fuses	<input checked="" type="checkbox"/>	Pass	Note	N/A
	Snubber resistors	<input checked="" type="checkbox"/>			
	Power Connections	<input checked="" type="checkbox"/>			
	Semiconductor Devices	<input checked="" type="checkbox"/>			
	Inductors / Transformers	<input checked="" type="checkbox"/>			
	Breakers / Contactors	<input checked="" type="checkbox"/>			
AIR	Fans	<input checked="" type="checkbox"/>			
	Air filter	<input checked="" type="checkbox"/>			
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	Module Cleanliness	<input checked="" type="checkbox"/>			
OFFLINE CHECK	Not applicable this PM: <input type="checkbox"/>		Pass	Note	N/A
	Power Supply Capacitors	<input checked="" type="checkbox"/>			
	DC Capacitors	<input checked="" type="checkbox"/>			
	Input Filter Capacitors	<input checked="" type="checkbox"/>			
	Output Filter Capacitors	<input checked="" type="checkbox"/>			
	Inductors / Transformers	<input checked="" type="checkbox"/>			
	Power Connections	<input checked="" type="checkbox"/>			
	Semiconductor Devices	<input checked="" type="checkbox"/>			
	Circuit Boards	<input checked="" type="checkbox"/>			
	Relay Seating	<input checked="" type="checkbox"/>			
3PHASE	EPO Connections	<input checked="" type="checkbox"/>			
	Wiring Connections	<input checked="" type="checkbox"/>			
	Ribbon Cables / Terminals	<input checked="" type="checkbox"/>			
	Interior Cleaned	<input checked="" type="checkbox"/>			
	LOGIC POWER SUPPLY BYPASS MODE ONLY!				
Value		Measured	Value	Measured	
N/A		N/A	N/A	N/A	
Phase-A trap current IN:		N/A	OUT:	N/A	
Phase-B trap current IN:		N/A	OUT:	N/A	
Phase-C trap current IN:		N/A	OUT:	N/A	
COMMENTS					
UPS is in good working order and within all manufacturer's specifications					

Battery String Data				Work Order	APM1445	Site ID	GALV	
				Date	11/02/16			
				Site	County of Galveston			
				601 54th Street. Galveston, TX. 77551		Reese Kimmons (409) 770-6217 x0		
TECH	DONN REVO		UPS Make	LIEBERT	UPS Serial	37-3767		
Visual Inspection: <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Note				Post / Connections: <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Note		DC Float Voltage		546
Infra-red Scan: <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Note				Re-torque: <input type="checkbox"/> Value: N/A		millivolts AC		.003
Ambient Temp				71 F.				
String	1	String	N/A	String	N/A	String	N/A	
INT / EXT	EXT	INT / EXT	N/A	INT / EXT	N/A	INT / EXT	N/A	
Battery Make	C&D	Battery Make	N/A	Battery Make	N/A	Battery Make	N/A	
Battery Model	UPS12400MR	Battery Model	N/A	Battery Model	N/A	Battery Model	N/A	
Date Code	Jul-12	Date Code	N/A	Date Code	N/A	Date Code	N/A	
Offline DC Check	546.00	Offline DC Check	N/A	Offline DC Check	N/A	Offline DC Check	N/A	
Amps AC	0.00	Amps AC:	N/A	Amps AC	N/A	Amps AC	N/A	
DC Volts	mV AC	DC Volts	mV AC	DC Volts	mV AC	DC Volts	mV AC	
1	13.50 1.00	1		1		1		
2	13.50 0.21	2		2		2		
3	13.50 0.26	3		3		3		
4	13.70 1.00	4		4		4		
5	13.60 0.26	5		5		5		
6	13.60 1.00	6		6		6		
7	13.50 0.21	7		7		7		
8	13.40 0.26	8		8		8		
9	13.90 0.27	9		9		9		
10	13.50 0.22	10		10		10		
11	13.40 0.27	11		11		11		
12	13.50 0.21	12		12		12		
13	13.50 1.00	13		13		13		
14	13.50 1.00	14		14		14		
15	13.60 0.21	15		15		15		
16	13.60 0.21	16		16		16		
17	13.70 0.18	17		17		17		
18	13.60 0.24	18		18		18		
19	13.70 0.21	19		19		19		
20	13.70 0.26	20		20		20		
21	13.50 0.25	21		21		21		
22	13.40 0.26	22		22		22		
23	13.40 0.25	23		23		23		
24	13.50 0.25	24		24		24		
25	13.70 0.25	25		25		25		
26	13.50 0.21	26		26		26		
27	13.50 0.26	27		27		27		
28	13.50 0.20	28		28		28		
29	13.60 0.26	29		29		29		
30	13.50 0.21	30		30		30		
31	13.40 1.00	31		31		31		
32	13.50 0.24	32		32		32		
33	13.50 0.21	33		33		33		
34	13.50 0.26	34		34		34		
35	13.60 0.21	35		35		35		
36	13.60 0.26	36		36		36		
37	13.70 0.22	37		37		37		
38	13.50 0.27	38		38		38		
39	13.40 0.21	39		39		39		
40	13.40 0.26	40		40		40		
COMMENTS		COMMENTS		COMMENTS		COMMENTS		
Batteries passed testing but show signs of streaa and should be replaced.								

millennium ups
Critical Power Services

24-hour Response Line: (888) 694-4361

service@millenniumups.com

Work
Order

APM1445

Site
ID

GALV

Date:

November 1, 2016

Site:

County of Galveston

Address

722 Moody Ave.

City, State

Galveston, TX. 77550

Contact
Info

SitePoint of Contact

Reese Kimmons

Phone/Cell

(409) 770-6217

E-Mail

Reese.Kimmons@co.galveston.tx.us

General Maintenance Type OR

Preventive Maintenance Type

Billed As

Trouble Call ☐

Repair Maintenance ☐

Warranty Service ☐

Battery Installation ☐

Specialized Testing ☐

Onsite Site Walk / Standby ☐

Start Up / Restart ☐

One Time PM ☐

Monthly PM ☐

Quarterly PM ☐

SAPM / Minor PM ☒

APM / Major PM ☐

Contract Work ☒

Time and Materials Work ☐

Equipment Survey ☐

Public Relations ☐

Training ☐

ACCESS DENIED (trip charge) ☐

EQUIPMENT

MAKE

MODEL

KVA/KW

SERIAL NUMBER

CFG/PART NUMBER

UPS SYSTEM ID 2289 ☒

TOSHIBA

4200FA

50

70605540

N/A

EXT. BYPASS CABINET ☐

BATTERY STRING 1 ☒

C&D

12-350MR

Date Code

4/1/2012

Quantity

24

Field Service Technician:

D. Revo

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Performed a minor inspection on the UPS system and batteries. All system checks verified and tested. Batteries did not pass visual inspection due to high internal temp. No additional problems to report.

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1

Replace batteries due to age and temp.

Batteries passed testing, however they are hot to the touch and showing signs of failure. Temp is 91 degrees in the cabinet!

2

3

TOSHIBA UPS System					Work Order	APM1445		Site ID	GALV			
					Date	11/01/16						
					Site	County of Galveston						
					722 Moody Ave. Galveston, TX. 77550				Reese Kimmons (409) 770-6217 x0			
TECH	D. Revo		KVA/KW	50	Room Number	3rd Floor		Room Location	DATACENTER		Mfg Date	Jun-07

Make	TOSHIBA		Model	4200FA		Serial	70605540		
Single Mod UPS?	<input checked="" type="checkbox"/>	or Multi Mod?	<input type="checkbox"/>	Rm Temp	71 F.	Air Filter Info	NONE		

	Value	Displayed Value	Actual Measurement				Pass	Note	N/A
U P S I N P U T	Voltage A-B	100.0 Vac	470.00 Vac	275.00 A-N	I R S C A N	Power fuses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Voltage B-C	99.0 Vac	472.00 Vac	270.00 B-N		Snubber resistors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Voltage C-A	99.0 Vac	473.00 Vac	271.00 C-N		Power Connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Current-A	21.0 Aac	21.0 Aac			Semiconductor Devices	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Current-B	21.0 Aac	21.0 Aac			Inductors / Transformers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Current-C	21.0 Aac	21.0 Aac			Breakers / Contactors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B Y P A S S	Voltage A-B	NA Vac	470.00 Vac	275.00 A-N	A I R	Fans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Voltage B-C	NA Vac	472.00 Vac	270.00 B-N		Air filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Voltage C-A	NA Vac	473.00 Vac	271.00 C-N		Environment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Frequency	60.0 Hz				Module Cleanliness	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B A T T E R Y	DC Voltage	328.0 Vdc	328.0 Vdc		O F F L I N E	Not applicable this PM: <input type="checkbox"/> Pass Note N/A			
	DC Amps	0.0 Adc	0.0 Adc			Power Supply Capacitors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Battery Reserve	100%				DC Capacitors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						Input Filter Capacitors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	AC Ripple Voltage:		0.00 Vac			Output Filter Capacitors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	AC Ripple Current:		0.0 Aac			Inductors / Transformers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Voltage Balance (to ground):		N/A Pos	N/A Neg		Power Connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
						Semiconductor Devices	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
U P S O U T P U T	Voltage A-B	UA Vac	472.00 Vac		C H E C K	Circuit Boards	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Voltage B-C	UA Vac	474.00 Vac			Relay Seating	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Voltage C-A	UA Vac	473.00 Vac			EPO Connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Voltage A-N	272.0 Vac	271.00 Vac			Wiring Connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Voltage B-N	277.0 Vac	273.00 Vac			Ribbon Cables / Terminals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Voltage C-N	277.0 Vac	273.00 Vac			Interior Cleaned	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Current-A	18.0 Aac	18.0 Aac			LOGIC POWER SUPPLY BYPASS MODE ONLY!			
	Current-B	18.0 Aac	18.0 Aac			Value	Measured	Value	Measured
	Current-C	LOW% Aac	9.0 Aac			N/A	N/A	N/A	N/A
	Neutral Current	NA Aac	NA Aac						
Frequency	60.0 Hz	60.00 Hz							
L O A D	Phase-A	18.0	4.9 kVA / kW		Phase-A trap current IN: UA OUT: N/A				
	Phase-B	18.0	4.9 kVA / kW		Phase-B trap current IN: UA OUT: N/A				
	Phase-C	LOW%	2.5 kVA / kW		Phase-C trap current IN: UA OUT: N/A				
	Power Factor (PF)	0.9	0.9 PF						
	Total Power Output	12.0	12.2 kVA / kW						
	Percentage of Load	25%	27.22 %						
C A P S	(Typical lifespan is 8-10 years)		Clock	Non Adjustable: <input type="checkbox"/>	COMMENTS UPS is in good working order and within all manufacturer's specifications.				
	AC Input:	Jun-07	As Found	0:00					
	AC Output:	Jun-07	Adjusted:	0:00					
	DC Capacitors:	Jun-07	Run Time:	N/A					

<h1>Battery String Data</h1>				Work Order	APM1445	Site ID	GALV
				Date	11/01/16		
				Site	County of Galveston		
				722 Moody Ave. Galveston, TX. 77550		Reese Kimmons (409) 770-6217 x0	
TECH	D. Revo		UPS Make	TOSHIBA	UPS Serial	70605540	
Pass Note Visual Inspection: <input checked="" type="checkbox"/> <input type="checkbox"/> Post / Connections: <input checked="" type="checkbox"/> <input type="checkbox"/> Infra-red Scan: <input checked="" type="checkbox"/> <input type="checkbox"/> Re-torque: <input type="checkbox"/> Value: <input type="text" value="N/A"/>				DC Float Voltage 328.0 millivolts AC 0 Ambient Temp 91 F.			
String	1	String	N/A	String	N/A	String	N/A
INT / EXT	EXT	INT / EXT	N/A	INT / EXT	N/A	INT / EXT	N/A
Battery Make	C&D	Battery Make	N/A	Battery Make	N/A	Battery Make	N/A
Battery Model	12-350MR	Battery Model	N/A	Battery Model	N/A	Battery Model	N/A
Date Code	Apr-12	Date Code	N/A	Date Code	N/A	Date Code	N/A
Offline DC Check	328.0	Offline DC Check	N/A	Offline DC Check	N/A	Offline DC Check	N/A
Amps AC	0.00	Amps AC:	N/A	Amps AC	N/A	Amps AC	N/A
DC Volts	mV AC	DC Volts	mV AC	DC Volts	mV AC	DC Volts	mV AC
1	13.70	0.05	1			1	
2	13.60	0.04	2			2	
3	13.40	0.07	3			3	
4	13.70	0.07	4			4	
5	13.60	0.07	5			5	
6	13.70	0.05	6			6	
7	13.50	0.31	7			7	
8	14.00	0.08	8			8	
9	13.60	0.05	9			9	
10	13.60	0.06	10			10	
11	13.20	0.05	11			11	
12	13.60	0.06	12			12	
13	13.60	0.06	13			13	
14	13.40	0.05	14			14	
15	13.40	0.05	15			15	
16	13.80	0.05	16			16	
17	13.60	0.05	17			17	
18	13.50	0.04	18			18	
19	13.50	0.04	19			19	
20	13.70	0.03	20			20	
21	13.60	0.03	21			21	
22	13.40	0.01	22			22	
23	13.40	0.01	23			23	
24	13.70	0.03	24			24	
25			25			25	
26			26			26	
27			27			27	
28			28			28	
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36			36			36	
37			37			37	
38			38			38	
39			39			39	
40			40			40	
COMMENTS		COMMENTS		COMMENTS		COMMENTS	
Batteries passed testing, however they are hot to the touch and showing signs of failure. Temp is 91 degress in the cabinet!							



www.unitedpowerandbattery.com

6833 Joyce Street, Arvada, CO 80007

Phone: 800-306-1125 Fax: 800-306-1126

November 15, 2016

Reese Kimmons
Galveston County
722 Moody Ave.
Galveston, TX 77550

RE: Battery Quotation #1

Dear Reese,

United Power & Battery is pleased to submit this proposal for battery replacement on your Toshiba UPS System located at Galveston County. Complete turnkey installation with removal and disposal of the old batteries is included.

Qty: Toshiba 4200F, 50kVA

24	CSB HRL12330WFR (=UPS12-350MR)	✓
1	Installation of NEW Batteries-Off Hours Weekday	✓
1	Removal and Disposal of Spent Batteries	✓
	EPA Certified – Certificate provided upon request	
1	Warranty – Three (3) Year Battery Warranty	✓
1	Freight Included	✓

Note: Batteries Are In Stock

Total \$ 4,640.00

We hope you will view us a business partner and a resource regarding any aspect of your critical power protection needs. We look forward to serving you and your organization. Please feel free to contact me if you have any additional questions.

Thanks again,

Gregg Manijak
United Power & Battery
Phone: (800)306-1125 ext. 5522
Fax: (800)306-1126
E-mail: gmanijak@unitedpb.com
Web: www.unitedpb.com

Signature

Purchase Order #

Date

BUY

SELL

LEASE

RENT

TRADE



www.unitedpowerandbattery.com

6833 Joyce Street, Arvada, CO 80007

Phone: 800-306-1125 Fax: 800-306-1126

November 15, 2016

Reese Kimmons
Galveston County
5900 Ave. H
Galveston, TX 77551

RE: Battery Quotation #2

Dear Reese,

United Power & Battery is pleased to submit this proposal for battery replacement on your Liebert UPS System located at Galveston County. Complete turnkey installation with removal and disposal of the old batteries is included.

Qty: Liebert Npower, 80kVA		
40	CSB HRL12390WFR (=UPS12-400MR)	✓
1	Installation of NEW Batteries-Off Hours Weekday	✓
1	Removal and Disposal of Spent Batteries EPA Certified – Certificate provided upon request	✓
1	Warranty – Three (3) Year Battery Warranty	✓
1	Freight Included	✓

Note: Batteries Are In Stock

Total **\$ 7,460.00**

We hope you will view us a business partner and a resource regarding any aspect of your critical power protection needs. We look forward to serving you and your organization. Please feel free to contact me if you have any additional questions.

Thanks again,

Gregg Manijak
United Power & Battery
Phone: (800)306-1125 ext. 5522
Fax: (800)306-1126
E-mail: gmanijak@unitedpb.com
Web: www.unitedpb.com

Signature

Purchase Order #

Date

BUY

SELL

LEASE

RENT

TRADE



www.unitedpowerandbattery.com

6833 Joyce Street, Arvada, CO 80007

Phone: 800-306-1125 Fax: 800-306-1126

November 15, 2016

Reese Kimmons
Galveston County
9850 Emmett F Lowry Expressway
Texas City, TX 77591

RE: Battery Quotation #3

Dear Reese,

United Power & Battery is pleased to submit this proposal for battery replacement on your Toshiba UPS System located at Galveston County. Complete turnkey installation with removal and disposal of the old batteries is included.

Qty: Toshiba G9000, 80kVA

40	CSB HRL12280WFR (=UPS12-300MR)	✓
1	Installation of NEW Batteries-Off Hours Weekday	✓
1	Removal and Disposal of Spent Batteries EPA Certified – Certificate provided upon request	✓
1	Warranty – Three (3) Year Battery Warranty	✓
1	Freight Included	✓

Note: Batteries Are In Stock

Total \$ 6,220.00

We hope you will view us a business partner and a resource regarding any aspect of your critical power protection needs. We look forward to serving you and your organization. Please feel free to contact me if you have any additional questions.

Thanks again,

Gregg Manijak
United Power & Battery
Phone: (800)306-1125 ext. 5522
Fax: (800)306-1126
E-mail: gmanijak@unitedpb.com
Web: www.unitedpb.com

Signature

Purchase Order #

Date

BUY

SELL

LEASE

RENT

TRADE



www.unitedpowerandbattery.com

6833 Joyce Street, Arvada, CO 80007

Phone: 800-306-1125 Fax: 800-306-1126

Purchasing Agreement:

This proposal remains valid for 30 days. Terms are Net 15 after service work is completed or equipment arrives. **Freight is included.** If this proposal is accepted please sign and date this proposal and fax back to (800)306-1126.

Each party executing this Agreement on behalf of a company personally represents that he or she is authorized to execute this Agreement on behalf of such company and that this Agreement is binding on that company.

United Power & Battery is here to work with your company. We hope you will view us a business partner and a resource regarding any aspect of your critical power protection needs. We look forward to serving you and your organization. Please feel free to call if you have any additional questions.

Thanks again,

Gregg Manijak

United Power & Battery

Phone: (800)306-1125 ext. 5522

Fax: (800)306-1126

E-mail: gmanijak@unitedpb.com

Web: <http://www.unitedpb.com>

BUY

SELL

LEASE

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TRADE



SHORT FORM PROPOSAL

20161111-001LD

EVOLVE ADDRESS 10555 Cossey Road Houston, Texas 77070		EVOLVE CONTACT: Lindy Devitt		eVOLVE PHONE/FAX 24 Hour Line 832/375-0099 Fax 832/375-0097	
PROJECT ADDRESS: Galveston County multiple locations			TODAYS DATE: 11/11/16		SOW: UPS Battery Replacement
CLIENT: Galveston County		PROJECT NUMBER: EPM 000	CONTACT: Reese Kimmons		CORPORATE ADDRESS: 722 Moody Avenue, Galveston, Texas 77550
MAKE Below	SERIAL NUMBER Below	Model # Below	PHONE NUMBER 409/770-6217	EMAIL ADDRESS: Reese.Kimmons@co.galveston.tx.us	

DESCRIPTION:

Galveston County has an immediate need to replace the batteries on the following UPS In an effort to provide services commensurate with Galveston County's objectives, Evolve Customer Support offers the following proposal.

Toshiba 4200 FA CT 50kVA ~ Battery Change out

Galveston County Courthouse, 722 Moody Avenue, Galveston, Texas 77550

- *Twenty-four (24) Enersys VRLA Batteries*
- Building has a ramp, but no loading dock is available, batteries will need to be taken up the ramp and into an elevator to the third floor where the unit is located.
- Old batteries need to be removed from the facility

Liebert NPower 130 80kVA ~ Battery change out

Law Enforcement Building, 2nd floor, 601-54th Street, Galveston, Texas 77551

- *Forty (40) Enersys VRLA Batteries*
- The building has a ramp, but no loading dock is available. Batteries will need to be taken in an elevator to the second floor where the unit is located.
- Old batteries need to be removed from the facility

Toshiba G9000 80kkVA ~ Battery change out

Health District Building, 9850 Emmett F. Lowry Expressway, Texas City, Texas 77591

- *Forty (40) Enersys VRLA Batteries*
- The building has a ramp, but no loading dock is available.
- Old batteries need to be removed from the facility

Basic Installation Services are limited to:

- Removal of existing battery string(s)
- Installation of new battery string(s)
- Recycling
- Freight: FOB Factory
- Includes batteries being unloaded
- Inside delivery
- Work to be performed after 6pm during the week or weekend

TOTAL \$32,172.97

TERMS AND CONDITIONS

- *Terms will be Net 30 days*
- *This proposal is valid for 30 days*
- *Price does not include any local, state or federal taxes*

ACCEPTED BY:

DATE:

AGENDA ITEM #18.



PO → CM

**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 11/29/2016		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes/No		
4. Department Name: Information Technology				5. Department Contact: La'Neisha Kelly			
6. Description: Google apps unlimited 12 month license for Galveston County Jail Magistrate project.							
7. IFAS PEID No: 717614		8. IFAS Req No: CR701793		9. Orgkey: 1101159100		10. Object Code: 5419301	
11. Vendor: Onix Networking Corp.				12. Vendor Contract No:			
13. Requested Legal Review: Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maintenance of Software	5419301	4,000	2040				
22. Totals:		\$ 4,000	\$ 2040				
To Be Completed By Purchasing Department							
Contract Start Date: 11/22/16		Auto Renewal Contract: Yes/No		Bid No: N/A			
Contract End Date: 11/21/17		Contract # Issued By Purchasing: CM17511		Form 1295 Certificate #: 2016-140038			

Approved By:	Signature	Date
Department Head:	<i>[Signature]</i>	11/28/16
Purchasing Agent:	<i>[Signature]</i> for Rufus Crowder	11/30/16
County Legal:	<i>[Signature]</i>	11/30/2016
Contract Listed in Budget Documentation: YES NO		
County Budget Office:	<i>[Signature]</i>	11/30/16
Budget Available and Funds are/will be Available: YES NO		
County Auditor:	<i>[Signature]</i>	12/1/16

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Onix Networking Corp.
Lakewood, OH United States

Certificate Number:
2016-140038

Date Filed:
11/28/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

LA091216-02
Google Apps License Renewal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



DIANE M. MALONEY
NOTARY PUBLIC, STATE OF OHIO
CUYAHOGA COUNTY
My Commission Expires 12/2/2020

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Timothy S Needle, this the 28th day of November, 20 16, to certify which, witness my hand and seal of office.

Diane M. Maloney
Signature of officer administering oath Printed name of officer administering oath

Notary
Title of officer administering oath

Home

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Record 1 of 1

Undo

Delete

Save

Threaded Notes

Export

View Last Changes

Show Grid

Restore Layout

Restore Layout

Screen Layout

Records

PR

CR701793

Vendor ID

717614

Vendor

CR701793

ShipTo

RemitTo

BillTo

717614

ONIX NETWORKING CORP

18519 DETROIT AVENUE

LAKEWOOD, OH 441073212

Phone Cdt

FX

(216) 529-3020

Reqst'd

By

LMICHAELS.XT.6233

Date

11/22/2016

PO Total

\$2,040.00

Invoc'd

\$0.00

Balance

\$2,040.00

Status

PR

Sec Cd

1591

Blanket

Req. Codes

Misc.

Aprv

Details

Confirming Person

Cust / Order #

Bid #

Contract #

End Use

Buyer

PO Type

P

Pay By Amount

Account Terms

Items

Association Codes

Compliance

Notes

Item Number

Quantity

Fully Qualified Account No

Units

Description

Unit Price

Extended Amt

0001

17

GL 11011591005419301

EA

SERVICE 2016 RENEWAL: GOOGLE APPS

120.00

1 / 1

1 / 1

2017 Information Technology Budget

Maintenance of Software

Key: 1101159100

Object: 5419301

2016 Approved Budget	2017 Description	2017 Proposed Budget	2017 Notes / Comments	2017 Approved Budget	2017 Budget Approval Comments
480,000	Microsoft EA Renewal				
	Azure - Video Storage for DA & SO	570,000			
	Azure - Exchange servers				
	Project Online				
	SQL For Odyssey				
	SQL for Sharepoint				
280,000	Odyssey Annual Software Maintenance	280,000			
250,000	OSSI Maint - Sungard / SO	255,000			
115,000	ONESolution Maintenance - Sungard	115,000			
130,000	OneSolution Remote Support Maint	112,000			
100,000	Net Data, JP software maint	100,000			
100,000	OnBase Software Maintenance Renewal	100,000			
56,000	SharePoint Software Assurance (Maintenance)	56,000	Software Assurance		
38,000	VM Ware Support	38,000			
32,000	Crimintel - Crime Intelligence for SO	32,000	For SO		
	Citrix Advantage & Premier Support Renewal	25,000	VDI, ZenDesktop & ZenApps		
	Facility Dude	24,000			
18,000	Omni & Ejuror Maint	22,500	For District Clerk		
20,000	Net Backup Support Renewal	20,000			
15,000	Kaseya Maintenance	19,000			
16,000	Bongar Software Support	16,000			
16,000	GDT - Legacy System for District Clerk	16,000	Used by SO for data lookups		
	Citrix licenses Renewal	15,000	Every 3 years		
14,000	Solar Winds Maint - Event Monitoring for Servers	14,000			
	Nintex	14,000	Forms for Sharepoint		
13,500	Net Motion License	13,500	Mobile Devices / SO		
8,000	OneSolution Financials Core	12,500	Micro Focus Cobol Support / Maint		
10,000	Kaspersky Anti Virus	12,000			
4,000	McAfee Portal Shield (external)	8,000	Sharepoint External		
8,000	Right Fax	8,000	Faxing Software		
	ESRI	7,500	Engineers Office		
7,000	Dell Appasure	7,000			
25,000	OneSolution BI Core	6,500	Cognos Support/Maint		
	OneSolution Open Link	6,000			
5,000	Barracuda Web Filter 610	5,000	Web		
5,000	Video InSight Support	5,000	Courthouse, Tax Office(s), Calder)		
4,000	Doubletake Support Renewal	4,000			
4,200	McAfee Perpetual Plus	4,000	Sharepoint Internal		
	Onix - Google Apps	4,000	Used for Magistrate Court & Blood Warrants		
3,300	Barracuda Message Archiver 650	3,300	Email		
3,500	Verisign SSL Certs	3,000			
	IPAM solarwinds	2,500	IP Address Manager		
1,500	Perfect Disk Maint	2,000	Disk defrag utility for Servers		



Information Technology Department

5WH- 2016 Google Apps unlimited: 12 month license

Description: Google apps unlimited 12 month license

Submitted by I.T. on behalf of:

What: Google apps unlimited 12 month license/support term; 1 seat

Who: Information Technology

Where: 722 Moody

When: ASAP

Why: For Galveston County Jail Magistrate project.

How: Procure from: Procure from qualified vendor

Item / Description	Quantity	Total \$
2016 renewal: google apps unlimited: 12 month license/support term; 1 seat Domain: co.galveston.tx.us Term dates: 11/22/2016- 11/21/2017 Product SKU: GAPPS-UNLIM-1USER-12MO	17	120.00

Total \$ 2040.00

Submitting documents / info:

Charge to account: 1101159100 5481000

Submitted by: La'Neisha Kelly

Date: 10/17/2016

Approved by:

CIO / IT Manager

Date: 10 / 17 / 2016



ONIX NETWORKING CORPORATION
Enterprise Group
18519 Detroit Ave. • Lakewood, OH 44107
(800) 664-9638 • Fax (216) 529-3020 • www.onixnet.com

Google for Work
Partner
Premier

Date:
11/22/2016
Contact:
Kelly LaNeisha
Email:
laneisha.kelly@co.galveston.tx.us
Phone:
(409) 765-2627
Address:
TX - Galveston County 1815 Biovu Drive Galveston, TX 77551-1420

Google Apps Unlimited
Solution Proposal

Quote No:	
LA091216-02	
Onix Contact:	
Name:	LaVia Allen
Email:	laviala@onixnet.com
Phone:	216-529-3058
Account Manager:	Brad Trostel
Email:	brad@onixnet.com
Phone:	(937) 207-2946

Price Quotation - Google Apps Unlimited				
Product Sku	Description	Price	Quantity	Extended Price
GAPPS-UNLIM-1USER-12MO	2016 Renewal: Google Apps Unlimited: 12 month license/support term; 1 seat; Domain: co.galveston.tx.us Term Dates: 11/22/2016 - 11/21/2017	\$120.00)	17	\$2,040.00
Total				\$2,040.00

This quote expires in 30 days

Address Purchase Orders to:	Company Information:
Onix Networking Corp. 18519 Detroit Ave. Lakewood, OH 44107 (800) 664-9638	EFT: ABA (routing #) 041200555, Acct # 5746000202 DFAS: WinS (Web Invoicing System) GSA Finance Electronic Invoicing System <u>Onix Networking Corp.</u> 18519 Detroit Ave. Lakewood, OH 44107 www.onixnet.com Cage Code: 0ZZJ6 D&B Number: 80-7896121 Federal ID Number: 34-1729033 Status: Small Business
All prices are in US Dollars. Payment terms are Net 45 days from receipt of product and/or beginning of maintenance or support. The quote does not include sales taxes. If sales taxes are applicable to this order, they will be included on the invoice. This quotation, and any resulting sale or contract, is subject to and incorporates by reference the License Agreement for Google Apps for Work via Reseller Agreement: https://www.google.com/apps/intl/en/terms/reseller_premier_terms.html The Terms govern customer's access to and use of these services and products and shall not be superseded by any terms contained in a purchase order or any other agreement, unless agreed to and signed by both parties. Submission of an order to Onix Networking Corp. by returning this quote with signature and by submitting an order to Onix Networking Corp. by any other means, including a purchase order, constitutes a non-cancelable purchase.	

Signature: _____

Print Name: _____

Title: _____

Date: _____

Google Apps for Business via Reseller Agreement

This Google Apps for Business via Reseller Agreement (the "Agreement") is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("Google") and TX- County of Galveston, with offices located at 722 Moody Avenue, Galveston, Texas 77550 (Customer). This Agreement is effective as of the date Customer clicks the "I Accept" button below or if applicable the date the Agreement is countersigned (the "Effective Date"). If you are accepting on behalf of Customer you represent and warrant that: (i) you have full legal authority to bind your employer or the applicable entity to these terms and conditions, (ii) you have read and understand this Agreement, and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you do not have the legal authority to bind Customer please do not click the "I Accept" button below (or, if applicable, do not sign this Agreement). This Agreement governs Customer's access to and use of the Services.

Services

Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Services, Google may transfer, store and process Customer Data in the United States or any other country in which Google or its agents maintain facilities. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

Modifications

To the Services. Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.

To URL Terms. Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting Customer via the Admin Console, or will alert Reseller. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Google via the Help Center within thirty days after receiving notice of the change. If Customer notifies Google as required, or Reseller notifies Google on Customer's behalf, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current term for the affected Services. If the affected Services are renewed, they will be renewed under Google's then current URL Terms.

Customer Domain Name Ownership. Prior to providing the Services, Google or Reseller may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Google will have no obligation to provide Customer with the Services.

Customer Obligations

Compliance. Customer will use the Services in accordance with the Acceptable Use Policy. Google may make new applications, features or functionality for the Services available from time to time, the use of which may be contingent upon Customer's agreement to additional terms. In addition, Google will make

other Non-Google Apps Products (beyond the Services) available to Customer and its End Users in accordance with the Non-Google Apps Product Terms and the applicable product-specific Google terms of service. If Customer does not desire to enable any of the Non-Google Apps Products, Customer can enable or disable them at any time through the Admin Console. Customer agrees that its use of the Domain Service is subject to its compliance with the Domain Service Terms.

Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer and Reseller are responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer and that Google is merely a data-processor.

End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to

End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Google providing Customer with the ability to do so, and (ii) Google to provide the Services.

Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Customer or Reseller will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.

Restrictions on Use. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.

Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Google only if it cannot reasonably obtain such information.

Requesting End User Accounts, Services Term. Requesting End User Accounts, as well as initial and renewal terms for the Services, are to be decided upon between Customer and Reseller.

Payment. Customer will pay Reseller for the Services. As a result, all payment terms are to be decided upon between Customer and Reseller.

Technical Support Services

By Customer. Customer or Reseller will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer or

Reseller will use commercially reasonable efforts to resolve support issues before escalating them to Google

By Google If Customer or Reseller cannot resolve a support issue consistent with the above, then Customer or Reseller (as applicable based on the agreement between Google and Reseller) may escalate the issue to Google in accordance with the TSS Guidelines. Google will provide TSS to Customer or Reseller (as applicable) in accordance with the TSS Guidelines

Suspension

Of End User Accounts by Google. If Google becomes aware of an End User's violation of the Agreement, then Google may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Google's request to Suspend an End User Account, then Google may do so. The duration of any Suspension by Google will be until the applicable End User has cured the breach which caused the Suspension.

Emergency Security Issues Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending user. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Google Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

Confidential Information

Obligations Each party will (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

Exceptions Confidential Information does not include information that (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible, (a) uses commercially reasonable efforts to notify the other party, and (b) gives the other party the chance to challenge the disclosure.

Intellectual Property Rights; Brand Features.

Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.

Display of Brand Features. Google may display those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Services) and within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin

Console Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.

Brand Features Limitation. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

Publicity. Customer agrees that Google may include Customer's name or Brand Features in a list of Google customers, online or in promotional materials. Customer also agrees that Google may verbally reference Customer as a customer of the Google products or services that are the subject of this Agreement. This section is subject to Section 8.3.

Representations, Warranties and Disclaimers

Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision or use of the Services, as applicable (including applicable security breach notification law). Google warrants that it will provide the Google Apps Core Services in accordance with the applicable SLA.

Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS INCLUDING EMERGENCY SERVICES CALLS OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

Term and Termination

Term. The term for the Services will be as decided upon between Reseller and Customer. This Agreement will remain in effect for the Term.

Termination for Breach. Either party may suspend performance or terminate this Agreement if (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

Effects of Termination. If this Agreement terminates, then (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Google will provide Customer or Reseller access to and the ability to export the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Services; (iii) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active servers and overwriting it over time; and (iv) upon request, each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

Indemnification

By Customer. Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim (i) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party or (iii) regarding Customer's use of the Services in violation of the Acceptable Use Policy.

By Google. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from (i) use of any Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.

Possible Infringement

Repair, Replace, or Modify. If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will (a) obtain the right for Customer, at Google's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement, or (c) modify the Services so that they no longer infringe.

Suspension or Termination. If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then Google will notify Customer or Reseller, or both.

General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed, and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

Limitation of Liability

Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO RESELLER FOR THE SERVICES DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party or indemnification obligations.

Miscellaneous

Notices. Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement, and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction) (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control, and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

Governing Law. This Agreement is governed by law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN

Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.

Survival. The following sections will survive expiration or termination of this Agreement: Section 7, 8, 12.3, 13, 14, 15 and 18.

Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

If Customer is presented with a similar agreement on the same subject matter upon its log in to use the Services, this Agreement supersedes and replaces that agreement. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

Interpretation of Conflicting Terms If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Agreement and the terms located at any URL.

Counterparts The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

Google Apps Core Services If Customer purchases the Google Apps Core Services, then the following terms will apply only to such Services:

Ads The default setting for the Services is one that does not allow Google to serve Ads. Customer or Reseller may change this setting in the Admin Console, which constitutes Customer's authorization for Google to serve Ads. If Customer or Reseller enables the serving of Ads, it may revert to the default setting at any time and Google will cease serving Ads.

Aliases Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.

Google Apps Vault If Customer purchases Google Apps Vault, the following additional terms apply:

Retention Google will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer (other than for any legal holds). If Customer does not renew Google Apps Vault, Google will have no obligation to retain any archived Customer Data.

Definitions

Acceptable Use Policy means the acceptable use policy for the Services available at http://www.google.com/a/help/intl/en/admins/use_policy.html or such other URL as Google may provide.

Admin Account(s) means the administrative account(s) provided to Customer by Google or to Reseller by Customer, for the purpose of administering the Services. The use of the Admin Account(s) requires a password which Google will provide to Customer or Reseller.

Admin Console means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

Administrators mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

Ads means online advertisements displayed by Google to End Users.

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

Brand Features means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

Confidential Information means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

Customer Data means data, including email, provided, generated, transmitted or displayed via the Services by Customer, End Users, or Reseller on behalf of Customer.

Customer Domain Names mean the domain names owned or controlled by Customer, which will be used in connection with the Services.

Domain Service means a service provided by Google to Customer purely for Customer's convenience, where Customer may, through a Google-provided interface, register domain names through, or transfer domain names to, Registrar Partners (as defined in the Domain Service Terms).

Domain Service Terms means the terms at http://www.google.com/a/help/in/en/admins/domain_service_terms.html or other such URL as may be provided by Google.

Emergency Security Issue means either (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt (i) the Services; (ii) other customers' use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

End Users means the individuals Customer permits to use the Services.

End User Account means a Google-hosted account established by Customer through the Services for an End User.

Export Control Laws means all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

Google Apps Core Services means the applicable Services (e.g., Google Apps Premier Edition or Google Apps for Business and Google Apps Vault) purchased by Customer from Reseller, which are more fully described here http://www.google.com/a/help/in/en/users/user_features.html or other such URL as Google may provide.

Google Apps - Postini Services means the applicable Services (e.g., Google Message Filtering, Google Message Security, Google Message Discovery, Archiving and Discovery, Google Message Encryption and Google Message Continuity) purchased by Customer from Reseller, which are more fully described here <http://www.google.com/support/appsecurity/bin/bin/answer.py?answer=87514>, or such other URL as Google may provide.

Help Center means the Google help center accessible at <http://www.google.com/support/> or other such URL as Google may provide.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1995, as may be amended from time to time, and any regulations issued thereunder.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Non-Google Apps Products" means Google products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password. The Non-Google Apps Products are set forth at the following URL: <http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865> or such other URL as Google may provide.

"Non-Google Apps Product Terms" means the terms found at the following URL: http://www.google.com/apps/intl/en/terms/additional_services.html or such other URL as Google may provide from time to time.

"Notification Email Address" means the email address designated by Customer to receive email notifications from Google. Customer may provide a Reseller email address for this purpose if it so chooses. Customer may change this email address through the Admin Console.

"Reseller" means the Google Apps reseller Customer is paying to provide access to and use of the Services.

"SDN List" is the US Treasury Department's List of Specially Designated Nationals.

"Service Pages" mean the web pages displaying the Services to End Users.

"Services" means, as applicable, the Google Apps Core Services and/or the Google Apps - Post-n Services purchased from Reseller.

"SLA" means the Service Level Agreement located here for applicable Google Apps Core Services: http://www.google.com/apps/intl/en/terms/reseller_sla.html, or such other URL as Google may provide from time to time.

"Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

"Term" means the term of the Agreement, which will begin on the Effective Date and continue for as long as Customer is receiving Services from Google, unless terminated earlier pursuant to the Agreement, or pursuant to Customer's agreement with Reseller.

"Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"TSS" means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

Xerox WorkCentre 7845

SMTP Transfer Report



Job Status: SUCCESS Job has been transferred to the SMTP server.

Job Information

Device Name: IT27XER
Submission Date: 11/22/16
Submission Time: 03:37 PM
Images Scanned: 12
Size: 728806
Attachment Name: CR701793.pdf
Format: Image-Only PDF
Encrypted E-mail: No

SMTP Server

Address: SMTP.gc.pri:25

Message Settings:

Subject: CR701793
From: noreply@co.galveston.tx.us
Reply To: noreply@co.galveston.tx.us
To:

1. prodac@co.galveston.tx.us
2. Erin.Quiroga@co.galveston.tx.us
3. IT-Admin@co.galveston.tx.us

AGENDA ITEM #19.

PERMIT TO PERFORM ONE UNDERGROUND PIPE REPLACEMENT
AT TWO LOCATIONS NEAR THE TEXAS CITY HURRICANE LEVEE
NORTHEAST OF FM 519 AND LOOP197.

To Applicant: Marathon Petroleum Corporation
P.O. Box 401
Texas City, TX 77590

PERMIT NUMBER: TCSW-16-356

Gentlemen:

You are hereby granted authority to replace one 8-inch underground pipe at two locations near the Texas City Hurricane levee as shown on Exhibit A.

Your authority is granted under the following terms, limitations and conditions.

1. Your use of the Permitted Premises is limited to installation of one 8-inch underground pipe at two different levee access road locations. The work shall be constructed as shown in typical section in Exhibit B. Areas affected by your activities shall be restored to existing or better conditions. Any other use of the Permitted Premises will automatically revoke this Permit.
2. The County does not guarantee or warrant in any capacity that it owns the Permitted Premises or the adjacent levee in fee simple absolute. This permit is effective only insofar as the rights of the County in the Permitted Premises are concerned. You must obtain such permission or authorization as may be necessary on account of any other existing rights by separate negotiations.
3. The County does not warrant in any manner that any portion of Hurricane Levee is suitable for the permitted purposes.
4. This Permit is being given exclusively to you. It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit. It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit. You will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors.
5. Any matters relating to this permit shall be addressed to Michael Shannon, Galveston County Engineer at 722 Moody, Galveston, TX 77550, 409.770.5399, michael.shannon@co.galveston.tx.us.

6. The County may permit parties other than you to have use of the Permitted Premises during the permitted period. We will attempt to provide you with the names of such other permitted parties.
7. You are fully responsible for all matters pertaining to traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations.
8. Your operations will be performed without cost or expense to the County.
9. You agree to be responsible for all damages to the levee and levee roadway caused by your vehicles, equipment or operations or by vehicle, equipment or operations of others acting on your behalf.
10. You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises or the levee drainage channel and pump station resulting from your operations or the operations of others acting on your behalf in an expedient manner.
11. You will execute and have your surety execute the attached bond in the amount of \$100,000.00 with the issuance date being the effective date of the permit. The surety bond shall remain in effect for one year, unless the County releases it sooner.
12. The County will make all inspections and submit all claims for damages to you within a timely manner. If no damages are determined to have occurred by the County, your bond will be released.
13. Any use of the Permitted Premises, other than the installation of the two underground pipes requires a new permit and surety bond. The amount of the bond required will be renegotiated.
14. You shall furnish upon Issuance date to the County a copy of your current Certificate of Liability Insurance coverage, insuring against damages, and damages to the person or property of third parties that are caused by vehicles, equipment or your operations; such third party general liability being with bodily injury limits not less than \$250,000 per person, and \$500,000 per accident, and property damage limits of not less than \$100,000 per accident. Galveston County must be named additional insured on the policy.
- 15. YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF THE COUNTY OF GALVESTON.**

16. You agree to these conditions by signing below.

Dated this _____ day of _____, 2016.

COUNTY OF GALVESTON,

By: _____
Mark Henry, County Judge

ATTEST:

By: _____
Dwight D. Sullivan, County Clerk

Marathon Petroleum Corporation

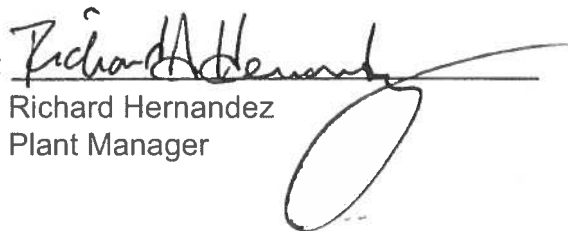
By:  _____
Richard Hernandez
Plant Manager

EXHIBIT A

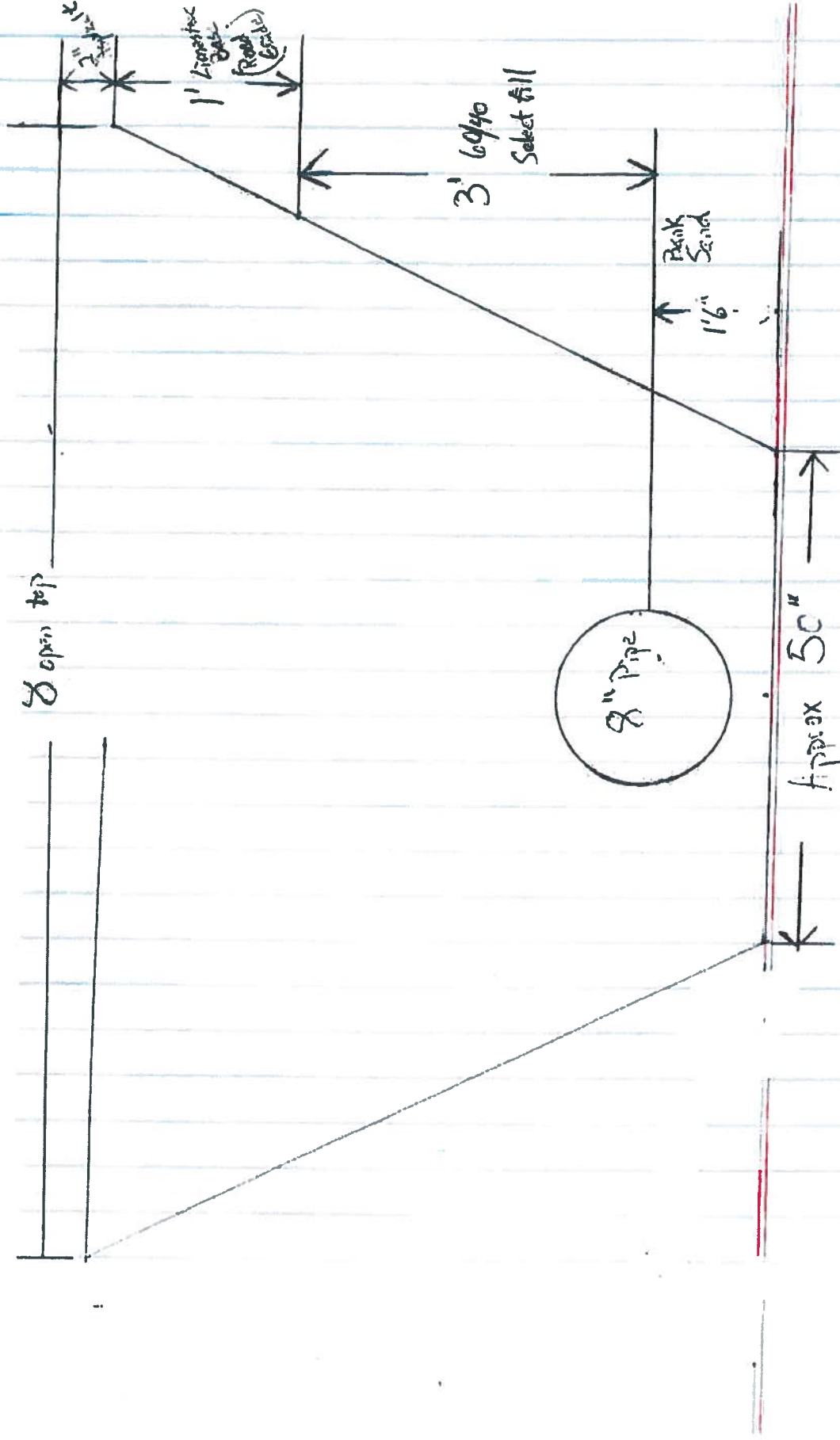
LOCATION MAP



*** Note ***

- 1) There will also be 2" to 3" of asphalt on top for the drive
- 2) Everything will be packed per bags
- 3) Pipe will have sand bags underneath for support every 20'

**EXHIBIT B
TYPICAL SECTION**



AGENDA ITEM #20.

First Amendment to Agreement for Tax Collections Services

This First Amendment to Agreement for Tax Collections Services ("Amendment") is by and between Linebarger, Goggan, Blair & Sampson, L.L.P. ("Firm") and Galveston County ("County"), a political subdivision of the State of Texas. Firm and County are sometimes collectively referred to herein as the "Parties."

WHEREAS effective September 27, 2016 Firm and County entered into an Agreement for Tax Collection Services ("Agreement"); and

WHEREAS the executed Agreement is recorded in the minutes of the Commissioners' Court of Galveston County on September 27, 2016.

WHEREAS a true and correct copy of the Agreement is attached to this Amendment as Exhibit "A," and

WHEREAS section 6.01 the Agreement states that the Agreement shall be effective on September 30, 2016 and shall continue for successive thirty (30) day periods unless terminated as hereinafter provided in the Agreement, and

WHEREAS Firm and County now wish to amend the Agreement to extend the term, the Parties hereby COVENANT and AGREE as follows:

1. Except as modified by this Amendment, the terms and conditions of Exhibit A are hereby incorporated in this Amendment as if set forth at length.
2. The text contained in Section 6.01 of the Agreement is deleted and replaced with the following: "This Agreement shall be effective on September 30, 2016 (the "Effective Date") and shall continue in effect until December 31, 2020 unless terminated as hereinafter provided."

In Witness Whereof, the Parties have executed and entered into this Amendment effective as of _____.

Galveston County

Linebarger Gogan Blair & Sampson, L.L.P.

By: _____
Honorable Mark Henry
County Judge

By: 
Mark E. Ciavaglia, Partner

Date: _____

Date: _____

Attest:

Dwight Sullivan, County Clerk

Galveston County Tax Assessor Collector

By: _____
Cheryl E Johnson, Assessor & Collector

Date: _____

Agreement for Tax Collection Services

This Agreement is made, effective this 27th day of September, 2016, between Linebarger, Goggan, Blair & Sampson, L.L.P. ("Firm") and Galveston County ("County"), a political subdivision of the State of Texas.

Article I

Nature of Relationship

1.01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship. Recognizing that the attorney-client relationship is hereby created and exists between the parties hereto, Firm agrees to perform this Agreement in accordance with the highest ethical standards of their profession.

1.02 The County hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided.

Article 2

Scope of Services

2.01 The Firm shall undertake its best efforts to collect both real and personal delinquent property taxes and all costs, including but not limited to costs of title searches, court costs and publication fees, that are owed to the County and that are subject to this agreement. In so doing, Firm will comply with all applicable state and federal laws and regulations relating to the collection of such taxes. The 'best effort's performance standard will be defined in writing as specific tasks, duties and criteria, promulgated jointly by the Tax Assessor Collector and the Firm.

2.02 The Firm shall intervene on behalf of County in all suits for taxes filed by any taxing authority on any property subject to taxation by the County. The County will deliver to the Firm a copy of the petition and citation served or otherwise received upon it in a case. It will be the Firm's duty to include in its answer or intervention all taxes delinquent before trial on the property involved regardless of when such taxes became delinquent and in all such cases the Firm shall be entitled to the commission herein provided for collecting taxes.

2.03 The Firm and County will notify each other of any errors, double assessment or other discrepancies in the tax rolls found by them immediately upon discovery.

2.04 The Firm will attend all Tax Resale Committee meetings in which the County is a participant. The Firm will provide such legal advice as is necessary to the members of the various committees. The Firm will prepare and circulate for execution all resale deeds in a timely manner. The Firm will also prepare a statement reflecting the distribution of funds on each resale. No additional compensation will be paid the Firm for rendition of this service.

2.05 The County may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the County. Fees for such additional actions, if any, will be negotiated at the time of the request. County constitutes and appoints the Firm as County's attorneys to sign and send all reminder letters of notice of taxes due to mortgagors who have an escrow account, other reminder letters and all demand letters for payments. Firm agrees to prepare and send the above described reminder and demand letters as part of its compensation under this Agreement. County further constitutes and appoints the Firm to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary in state courts and federal bankruptcy proceedings to prosecute the County's claim for taxes.

2.06 Taxes owed to the County shall become subject to this agreement upon the following dates, whichever occurs first:

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax;

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a);

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of County's Tax Assessor-Collector;

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought;

(e) In the case of delinquent tangible personal property, on the 60th day after the February 1 delinquency date if County's governing body takes official action in imposing an early additional penalty for collection costs under Section 33.11, Texas Property Tax Code; or

(f) On July 1 of the year in which the taxes become delinquent.

2.07 Computer System In order to enable the Firm to more efficiently collect delinquent taxes and to enhance the level of collections, the Firm agrees to install, maintain and upgrade its ACT Oracle® 7.0 computer system (the "System") in the County's Tax Office (the "Tax Office") at no expense to the County or any taxing entities for which the County currently collects taxes. The County will pay only for local equipment and local costs necessary to facilitate the County's connection to the System, including but not limited to routers, hubs and data transmission lines.

The Firm agrees to assign an employee, designated as 'Implementation Manager', to supervise the installation, conversion and testing of the System. The Implementation Manager will spend such time as is reasonably required to successfully ensure the timely and expeditious installation, conversion and testing of the System, as well as appropriate staff training.

(a) The Firm agrees that the installation of the System shall include the software modules and hardware configuration set out in Schedule No. 1 of the Computer System License and Maintenance Agreement ("System Agreement") dated of even date herewith and attached as Exhibit A. The Firm also agrees to abide by the terms of Exhibit B entitled 'Galveston County Conversion to ACT 7.0'. This Exhibit B sets forth the relative responsibilities of the Firm and the County for the data conversion, installation, and the terms and restrictions of the licensing and maintenance agreement. The installation shall be completed, tested and fully functional by July 25, 2006, and if there are delays in installation, the Firm will provide written notice of the delay, with an explanation of the delay and the length of delay. Such information is necessary to enable County to coordinate the termination of its existing contract with Net Data so as to minimize the cost to County of such termination. The County's Tax Office and its Information Technology Departments shall review the notice of delay, and approval of the delay will not be unreasonably withheld. Any expenses incurred by County solely as a result of Firm's delay will be paid by the Firm.

(b) The Firm, at no expense to the County or for any other taxing jurisdiction for which the County currently collects taxes, agrees to provide all System modifications requested by the Tax Office, including upgrades and expansions necessary to accommodate demands on the System due to increased number of accounts for jurisdictions for which the Tax Office is providing collection services as of July 25, 2006. The Tax Office will make any request for System modifications in writing with sufficient specificity to identify the exact change being requested and the reason the change is necessary or desirable. Within five (5) business days of

receiving such a request, the Firm will provide a response to the request stating the Firm's opinion regarding the advisability and/or necessity for the modification and an estimate of the number of programming hours necessary to make the modification. After receiving the Firm's response, the Tax Office will notify the Firm if it wants to proceed with the modification. There will be no charge for any modifications requested on behalf of the Participating Agencies, or any jurisdiction for which the County collects *ad valorem* taxes as of July 25, 2006 or for any modification adopted by the Firm as part of the base ACT 7.0 system. After July 25, 2006, the County may enter into Interlocal Agreements with additional taxing jurisdictions ("Additional Jurisdictions"), and the Firm agrees to perform all necessary System modifications requested by the County on behalf of the Additional Jurisdictions. These changes will be charged at rates not to exceed those shown in Schedule No. 2 to the System Agreement ("Hourly Development Rates"). If additional hardware (data storage devices, CPU memory, telecommunications switches or routers, PCs, etc.), software, software maintenance and/or licensing agreements with third parties (e.g., Oracle®), and/or bandwidth becomes necessary as a result of the Additional Jurisdictions, the costs to the Firm associated with these additions may be charged in proportion to each Additional Jurisdiction's pro rata number of accounts compared to the total accounts for all jurisdictions added since the last infrastructure enhancement. The County shall make provision for the payment of these charges in the Interlocal Agreements, and the County shall be responsible for such payment of these charges only to the extent that funds become available for such payments under the Interlocal Agreements.

(c) The Firm shall provide the data conversion needed to add all existing data belonging to County and for other taxing jurisdictions for which the County collects *ad valorem* taxes as of October 1, 2012, and any other taxing jurisdictions that the County contracts with for the collection of *ad valorem* taxes before October 1, 2012, and such conversions shall be exempt from the imposition of all fees associated with the conversion of their data to the System. After October 1, 2012, the County may enter into Interlocal Agreements with new taxing jurisdictions, and the Firm agrees to perform all necessary data conversion at a cost not to exceed that as determined in Schedule No. 3 to the System Agreement ("Data Conversion Charge"). Each Data Conversion Charge will be paid by the appropriate taxing jurisdiction. The Firm may also bill additional annual charges for the new Jurisdictions use, or whose tax collection attorneys use, delinquent tax software systems that do not presently interface with the ACT 7.0 System, at a cost not to exceed that shown in Schedule No. 3 to the System Agreement ("Interface Accommodation Charge").

(d) The Firm warrants that it has good title to the System free of any proprietary rights, liens, or encumbrances of any other party. The Firm further warrants that it will routinely, timely and successfully implement changes to the System, as set out in the System Agreement. No work shall be performed by the Firm prior to approval by the Tax Office of the proposed changes. The warranty shall extend to all modifications and additions to the System by the Firm unless the modification has been requested by Galveston County and the Firm has advised (stating the reasons therefore) against the modification. If the Firm has advised against the modification, the parties will meet in a timely manner and determine whether it is feasible to make such modifications that are mutually acceptable.

(e) The Firm shall have no authority to alter any data provided to the Firm unless specifically authorized by the Tax Assessor-Collector. Any data provided by the Tax Office to the Firm may only be used in the collection of delinquent *ad valorem* taxes.

(f) The fee provisions of Article 3 below contemplate the continuation of the tax collection business in Galveston County as it presently exists, with each taxing jurisdiction able to choose whether they collect their own taxes or contract that duty out to another tax office. Should the State of Texas pass legislation that requires the consolidation of tax collections at either the Tax Assessor Collector's office or at the Central Appraisal District, then the provisions regarding data conversion, interface accommodation, direct cost reimbursement for hardware, software, and bandwidth additions, and maintenance fees may become moot or commercially unfeasible, and either party may request that the billing treatment for these costs be renegotiated between the parties.

Article 3 *Compensation*

3.01 County agrees to pay to the Firm, as compensation for the services required herein, as follows:

- (a) fifteen (15%) percent of the amount of all 2004 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the Tax Assessor Collector during the term of this contract, as and when collected; and
- (b) twenty (20%) percent of the amount of all 2005 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the Tax Assessor Collector during the term of this contract, as and when collected.

3.02 The County shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the Tax Assessor Collector.

3.03 The Firm agrees that the County's County Auditor or his designated representatives shall, for the purpose of audit and examination, be given the unfettered right to inspect all work, materials, and other data and records in the Firm's possession for the purpose of ensuring that the compensation tendered the Firm is in accordance with the terms of this Agreement.

3.04 From time to time the Firm will be receiving tax payments belonging to the County and other taxing entities for which the County collects taxes. Accordingly, before any commissions are paid out under the terms of this Agreement, the Firm shall furnish an irrevocable letter of credit in a form and from a Bank acceptable to the County issued for the term of this Agreement in the name of the Tax Assessor-Collector for the County of Galveston in the amount of \$100,000 with the only conditions being placed on honoring the letter of credit being that it will be honored at such times and in such amounts whenever the original of the Letter of Credit is presented to the bank by the County Tax-Assessor Collector for payment to the County.

3.05 The County authorizes the Firm to acquire at a Sheriff's Sale real property in the name of the County of Galveston as Trustee whenever bids are received that fail to cover the amount of the judgment lien plus all costs and expenses incurred. The County agrees that these parcels of land will be actively marketed for resale by the various tax resale committees currently created by Interlocal Agreement and in accordance with the terms of §34.05 of the Texas Property Code.

3.06 In the instance in which the tax liens are foreclosed at public sale and the County buys the property at such foreclosure sale, the fee owing the Firm herein shall accrue upon the resale of the property to a third party and will be paid in accordance with the terms of this Agreement solely out of the net proceeds of the sale to the extent such proceeds are available during the next monthly billing cycle.

Article 4 *Intellectual Property Rights*

4.01 The County recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The County agrees and hereby grants to the Firm the right to use and incorporate any information provided by the County ("County Information") to update the databases in this proprietary software. But, notwithstanding this right, all delinquent tax and related data entered into this proprietary

software that relates to the County and/or any taxing entity for which the County collects taxes shall belong to County and, upon expiration or early termination of this License Agreement, will be expeditiously transferred in a commonly accepted format to a successor data processing system chosen by the County. Also, notwithstanding that County Information has been or shall be used to update the databases in the proprietary software, the parties further stipulates and agrees that the County shall have no other rights or ownership in and to the software, except that the County shall be entitled to obtain a copy of such data that directly relates to the County's accounts at any time.

4.02 The Firm agrees that it will not share or disclose any specific confidential County Information with any other company, individual, organization or agency, without the prior written consent of the County, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use County Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain County Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5

Costs

5.01 The Firm and County recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the County, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the County. Upon recovery of such costs from the defendants or from the tax sale of defendants' property to third parties, the Firm shall be reimbursed for the advance payment. The Firm will arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the County or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the County has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5.02 The County acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The County agrees that upon the recovery of such costs, the County will pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm or its affiliates.

Article 6

Term and Termination

6.01 This Agreement shall be effective on September 30, 2016 (the "Effective Date") and shall continue for successive thirty (30) day periods unless terminated as hereinafter provided.

6.02 This Agreement may be terminated by Client for any reason or no reason upon ten (10) days written notice to the Firm.

6.03, Per the previous Agreement between the Firm and Client, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The County agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period, which shall expire March 30, 2017.

6.04 The County agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the County, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6.04 does not constitute any such waiver by the Firm.

6.05 Upon expiration (with non-renewal) or early termination of this Agreement, the Firm will use its best efforts to transfer, in a timely manner and at no additional cost to the County all data and information pertaining to both the County and to other taxing entities for which the County collects taxes that is stored in the integrated data processing system belonging to the Firm. This data and information will be delivered in a commonly accepted format to a successor data processing system chosen by the County. Alternatively, the County may decide to pay the monthly licensing and maintenance fee for such information to the Firm as more fully described in Article 7.1 of Exhibit "A" attached hereto.

Article 7 *Miscellaneous*

7.01 *Assignment and Subcontracting.* This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor. All such assignments and subcontracting shall be subject to prior written consent by Galveston County.

7.02 *Venue/Mediation.* This Agreement is performable in and venue shall lie in Galveston County, Texas. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, and prior to the institution of any litigation, be submitted to mediation in Galveston County and the costs of such mediation will be shared equally by both parties.

7.03 *Integration.* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 *Representation of Other Taxing Entities.* Unless prohibited in the Interlocal Agreement between the County and other taxing entities, the County acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the County's claim.

7.05 *Representation of County.* Should the Firm and/or the County and/or the Tax Assessor Collector become a defendant in a suit filed by a third party arising from the Firm's collection services, the Firm will represent both itself, the County and the Tax Assessor Collector in such action. Firm will provide such defense at no additional cost to County. If a conflict of interest arises for the Firm, and the County Legal Department is unable to provide such defense for the County and/or the Tax Assessor Collector, the Firm will provide for the payment of such defense chosen by the County.

7.06 *Contested Actions.* In any litigation where a defense of excessive valuation or fraudulent or inherently illegal system or scheme of taxation, assessment or equalization is interposed as a defense, the Firm will immediately notify the County that such a defense has been interposed, whereupon the County may, at their option, employ additional or other counsel.

7.07 *Indemnity.* The Firm agrees to and shall indemnify the County, the Tax Assessor Collector and all other taxing entities for which the County collects taxes harmless from any loss or damage of any nature whatsoever occasioned County as the direct or indirect result of the Firm's negligent or intentional acts or omissions while performing this Agreement; provided however, that nothing herein shall be construed or interpreted so as to provide a policy defense or to avoid or impair the coverage or protection afforded by any policy or liability insurance or other policy of insurance maintained by any party hereto, their officers, agents or employees.

7.08 *Notices.* Any notices to be given herein by any party to any other party may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below or at any other address from time to time given by one party to the other.

County Judge
County of Galveston
722 Moody, Suite 200
Galveston, Texas 77550

Tax Assessor Collector
County of Galveston
P.O. Box 1169
Galveston, Texas 77553


Linebarger, Goggan, Blair and Sampson, L.L.P.
P.O. Drawer 77590
621-6th Street North
Texas City, Texas 77590

7.09 *Tax Assessor Collector Agreement.* The Honorable Cheryl E. Johnson, Assessor Collector of Taxes joins in the execution of this Agreement to evidence her acceptance of the terms and conditions of this Agreement as they apply to her office.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the County by the duly authorized persons whose signatures appear below.

Galveston County

Linebarger Goggan Blair
& Sampson, L.L.P.

By: 
Hon. Mark Henry
County Judge

By: 
Mark E. Ciavaglia, Partner

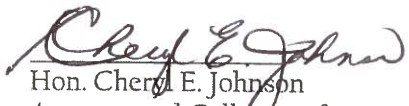
Attest:

Date: 9/21/16


Dwight Sullivan
Galveston County Clerk

Date: 9/27/2016

Galveston County
Tax Assessor Collector


Hon. Cheryl E. Johnson
Assessor and Collector of Taxes

Date: 9/27/16

Exhibit "A"
Linebarger Goggan Blair & Sampson, LLP
Computer System License and Maintenance Agreement

This Agreement is entered into and effective as of the 30th day of SEPTEMBER 2016, by and between Linebarger Goggan Blair & Sampson ("Firm") and Galveston County, Texas ("County").

1. Definitions.

Certain Capitalized terms not otherwise defined herein shall have the following meanings:

- 1.1 "Contract" means the contract entered into between County and the Firm of even date herewith, for the collection of delinquent *ad valorem* taxes, and certain ancillary services, and all amendments, prior or subsequent to the execution date of this licensing and maintenance agreement, including the Schedules "1", "2" and "3" attached to this Exhibit "A".
- 1.2 "Hardware" means any and all hardware, including, but not limited to, that described in Schedule No. 1, installed by the Firm in the County's Tax Office to operate the System. All remaining hardware is located in San Antonio, Texas.
- 1.3 "System" means an integrated data processing system including the programming configuration described in Schedule No. 1 attached hereto, and sometimes referred to as "ACT 7.0", and all upgrades and modifications. The term also includes Hardware as defined herein.
- 1.4 "User Manual" means an instruction manual designed to teach persons with some knowledge of tax collection to use the System.
- 1.5 "Works" means the System, source code, and the User Manual.

2. Grant and Acceptance of License.

The Firm grants to County a non-exclusive, non-assignable license to use ACT 7.0, all subsequent versions, upgrades and modifications, and County accepts such license, subject to the terms and conditions of this Agreement. Use of the System shall include copying all or any part of the System from storage units or media into the Hardware, the processing of data with the System, and modifying the System, and use of the User Manual shall consist of such reference to such Works as may be necessary in connection with such use of the system.

3. Term of License.

The license granted hereby shall commence on the date of this Agreement and shall be perpetual except as expressly provided in Section 7.

4. Proprietary Rights and Limitations on License.

County acknowledges that the Works are the confidential and proprietary property and trade secrets of the Firm or licensors of the Firm. Accordingly, County agrees that the use and disclosure of the Works must be carefully and continuously controlled, subject to all present or future legal requirements, including but not limited to the Texas Public Information Act. County further understands and acknowledges that the Works are subject to the Copyright Laws of the United States.

- 4.1 Title. Except as provided in Section 7, title to the Works and each component part thereof shall not pass to County pursuant to this Agreement. County shall keep the Works and each component or part thereof free and clear of all claims, liens and other encumbrances, except only those of the Firm. Any purported claim, lien or encumbrance, voluntary or involuntary, by on the Works or any part thereof shall be void. All modifications or changes to the Works made by the Firm are the sole property of the Firm. County shall have no ownership interest in such modifications, whether or not such modifications are performed pursuant to this Agreement, except as hereinafter provided.
- 4.2 Use. The Works made the subject of this license are for the exclusive use by the Tax Assessor-Collector and the County Auditor (for purposes of audit) and any successor officer or officers performing the authorized functions to which this license extends. This license only extends to the use of the Works in connection with the authorized functions of the Tax Assessor-Collector and such successor officers, not including functions as Voter Registrar for Galveston County.
- 4.3 Other Restrictions. County agrees not to, without the prior written consent of the Firm, (i) sell, lease, loan, license, sub-license, assign or transfer, for or without consideration, all or any part of the Works or its rights under this Agreement to any person or entity other than to any subsidiary, division or other affiliate of County or any other political subdivision under the supervision of the Galveston County Commissioners Court, in which case County shall not be released from any of its obligations hereunder and such permitted assignee shall execute in writing a document under which it assumes the obligations of County under and becomes bound by the terms and conditions of the Agreement; (ii) copy, reproduce or otherwise duplicate all or any part of the Works other than in connection with the use of the System by County as expressly permitted hereunder; or (iii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, all or any part of the Source Code or, if the Source Code has been obtained by County hereunder, any program or set of programs performing substantially equivalent functions as those performed by the System. The Works shall be kept in a secure place under access and use restrictions not less stringent than those restrictions imposed upon County's most valuable and sensitive software and related materials.
- 4.4 Unauthorized Use. County agrees to notify the Firm immediately of the possession, use or knowledge of any part of the Works by any person not authorized by this Agreement to have such possession, use or knowledge. County will promptly furnish the Firm full details of such possession, use or knowledge, will assist the Firm in preventing the recurrence of such possession, use or knowledge and will cooperate with the Firm in any litigation against third parties deemed necessary by the Firm to protect its proprietary rights in the Works.
- 4.5 Backup Files. Copies of all or any part of the System made by County in accordance with backup procedures shall not constitute copies thereof for the purposes of Section 4.4 (ii) above.
- 4.7 Inspection. To assist the Firm in the protection of its proprietary rights in the Works, County shall permit representatives of the Firm to inspect at all reasonable times any location at which the Works are being used or kept.
- 4.8 Ownership of Data. All delinquent tax and related data entered into Works that relates to the County and/or any taxing entity for which the County collects taxes shall belong to County and, upon expiration or early termination of this License Agreement will be expeditiously transferred in a commonly accepted format to a successor data processing system chosen by the County
5. System Costs.

- 5.1 Maintenance Fee. Subject only to the provisions of Section 7.1 below, the Firm will not charge a monthly Maintenance or upgrade Fee.
 - 5.2 Telecommunication and Data Transmission Lines; Internet. The County will pay for local equipment and local costs necessary to facilitate the County's connection to the System, including but not limited to routers, hubs and data transmission lines. The Firm agrees to accept the County's chosen data transmission line, so long as the County's choice is adequate to achieve the functions set out herein. The Firm shall not be responsible for any local costs for telecommunication lines, data transmission lines, and internet services including but not limited to service charges, maintenance fees, equipment fees, or installation charges that are required for County to use the System in the manner intended. The Firm agrees to assist County in acquiring these services and verifying their adequacy for the purpose intended, but the Firm does not assume liability for the proper functioning of these services or for any loss to County due to failure, degradation, or alteration of these services. The Firm will pay for all non-local costs for telecommunication lines and data transmission lines including but not limited to service charges, maintenance fees, equipment fees, or installation charges that are required for County to use the System in the manner intended. Non-local costs include any required communication costs between the System and off-site locations of the Firm.
6. Warranty and Technical Support.
 - 6.1 Warranty. The Firm warrants that it has good title to the Works and the right to license its use to Galveston County free of any proprietary rights, liens, or encumbrances of any other party. The Firm also warrants that the Works is fully functional and presently complies with all existing state and federal laws and regulations including but not limited to the State of Texas' Property Tax Code and federal bankruptcy regulations. The Firm further warrants that it will timely implement changes into the System to meet state mandated requirements as contained in the Property Tax Code as published by the Texas State Comptroller prior to the date such changes become effective. The warranty shall extend to all modifications and additions to the Works by the Firm unless the modification has been requested by County and the Firm has advised against the modification. In the event the Firm advises against the modification the Firm will give the County reasons why it so advises in order that the parties might be able to determine if an alternative method of modification acceptable to the Firm is available.

This warranty shall not extend to any portion of the works affected by County-modified or added portions of the works.
 - 6.2 Disaster Recovery. The Firm shall furnish the County with a written description of a System disaster recovery plan. Such plan shall include procedures to insure System downtime is limited to less than 48 hours. The Tax Assessor-Collector shall promptly approve or disapprove such plan; approval shall not be unreasonably withheld.
 - 6.3 Staff: The Firm agrees to assign an employee, designated as 'Implementation Manager', to supervise the installation, conversion and testing of the System. The Implementation Manager will spend such time as is reasonably required to successfully ensure the timely and expeditious installation, conversion and testing of the System, as well as appropriate staff training.
 7. Termination.

- 7.1 Termination by County. County may terminate this Agreement at any time with thirty (30) days prior written notice. Upon the expiration or termination of the Contract, the license granted herein shall continue in effect and County may continue to use the ACT 7.0 System (together with any System Customization) for up to twelve (12) months from the date of termination by paying a monthly licensing and maintenance fee to the Firm of \$2,000, during which time the Firm shall implement changes into the System to meet state mandated requirements as contained in the Texas Tax Code as published by the Texas State Comptroller. It is understood that County has made no funds available to pay this monthly licensing and maintenance charge, and any such payments shall be at the option and discretion of the County. Should the County opt not to make such a payment, the Firm's only remedy shall be to terminate the license if the County fails to make any payment within 30 days after notice by the Firm that the County has not made the payment and that the Firm intends to cancel the license. Under no circumstances shall the County have any liability to the Firm for failure to pay license fees. If the County terminates this agreement after January 31, 2006 the County may purchase the Hardware for \$20,000.
- 7.2 Termination by the Firm. The Firm may terminate its duty to support the System under the terms of this Agreement and the Contract only if: (1) The Firm has terminated the support of ACT 7.0 for itself and all other persons, (2) the Firm has provided County with two (2) years notice of such termination, and (3) the Firm has provided the source code ACT 7.0 to County, which shall then, at no cost to County, have full ownership of ACT 7.0 for all purposes without any restriction or obligation provided for elsewhere in this Agreement, and County shall have such ownership in whole or in part and the right to grant licenses to use ACT 7.0 to any person. County shall have the sole responsibility of any system update or support thereafter. In addition, the Firm may terminate its duty to support the System if it substitutes another system of equal or better quality. Termination of the System will also, at the option of County, automatically terminate the Firm's delinquent tax contract with the County. In addition, the Firm will waive its right to continue to collect delinquent taxes for the time period stated in Article 6.05 of the delinquent tax contract executed of even date herewith.

8. General.

- 8.1 Notices. Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be duly served when deposited in the United States mail, postage pre-paid and addressed to the party to be notified, or by delivering the same in person to such party. Notices given by mail in the manner herein above described shall be deemed received three days after the date mailed. For purposes of notice, the addresses of the parties shall be as follows:

- (i) to the Firm for payments:

Appraisal and Collection Technologies
P. O. Box 17428
Austin, TX 78760

- (ii) to the Firm for any other reason:

Mr. Jim Brod, Director
Appraisal and Collection Technologies
911 Central Parkway North
San Antonio, Texas 78233

(ii) to County:

Galveston County
722 Moody, Suite 200
Galveston, TX 77550
Attn: County Judge

(iii) additional notices to:

The Honorable Cheryl E. Johnson
Galveston County Tax Assessor-Collector
722 Moody
Galveston, Texas 77550

Director of Legal
Galveston County Legal Department
722 Moody Ave., 5th Floor
Galveston, Texas 77550

The Firm or County may advise the other party by written notice any other contact person or contact address given in the manner herein above required.

- 8.2 Partial Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable as applied to any person or any circumstance, the validity, illegality and enforceability of the remaining provisions hereof and of such provision as applied to other persons and in other circumstances shall not in any way be affected or impaired thereby.
- 8.3 Headings. The headings in this Agreement are intended only for convenience of reference and shall not in any way affect or be relied upon in the interpretation or construction of the terms of this Agreement.
- 8.4 Authority of Signatories. The individuals executing this Agreement on behalf of the Firm and County do each hereby represent and warrant that they have been duly authorized by the Firm or governing body to execute this Agreement on behalf of such principal.
- 8.5 Confidential Information. The Firm and County each acknowledge that in the course of performing under this Agreement each may be exposed to confidential information of the other party. The Firm and County agree, subject to the terms and conditions of the Texas Public Information Act, to treat all such information as confidential and to take all reasonable precautions against disclosure of any such information to third parties during and after the term of this Agreement.
- 8.6 Joint Cooperation. The Firm and County agree to cooperate in good faith and in a reasonable prudent business manner with each other in furtherance of the objectives of this Agreement and the performance of their respective obligations hereunder.
- 8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Texas and venue shall lie in Galveston County.

- 8.8 Assignability; Binding Effect. Except as otherwise provided in this Agreement or the Contract, neither the rights nor the obligations of County under this Agreement, nor any part thereof, may be assigned or otherwise transferred without the prior written consent of the Firm. Subject to the foregoing, this Agreement, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 8.9 Entire Agreement and Amendment. This Agreement, along with the Contract, contains the entire agreement of the parties and supersedes all prior oral or written and all contemporaneous oral agreements between the parties concerning the subject matter thereof. This Agreement may be amended only by a writing signed by both parties hereto.
- 8.10 Indirect or Consequential Damages. Except as provided for in the Contract, neither the Firm nor the County shall be liable to the other for special, indirect or consequential damages resulting from the breach of or arising out of this Agreement including, without limitation, loss of profit, business interruption, or inability to satisfy obligations to third parties.

In Witness Whereof, the parties hereto have executed and entered into this Agreement effective as of the date first above written.

Galveston County

**Linebarger Goggan Blair &
Sampson, LLP**

By: 

Hon. Mark Henry
County Judge

By: 

Mark E. Ciavaglia, Partner

Attest: 

Dwight Sullivan
County Clerk

SCHEDULE NO.1

The system will be configured pursuant to an implementation plan to be jointly developed and approved by the Tax Office and the Firm, but shall be sufficient to satisfy the following minimum requirements:

- *System must be sized to handle 350,000 accounts and 60 taxing jurisdiction, expandable to 75*
- *CPU sized at level that allows for the average lookup time to be 1-2 seconds.*
- *CPU sized to allow standard reports & statements to run as least as fast as we currently run (we are verifying data).*
- *Disk drives must be sized at least 1.5 times the base data at all times during the term of the contract.*
- *System must be updated and maintained for all legislative changes.*
- *The Firm must provide backup data plan.*

The Hardware, as referenced in Paragraph 7.1 of the ACT Agreement is described as:

- *Two 2821 routers with IP/FW/IDS IOS software*
- *One T1 WIC Card per router*

SCHEDULE NO. 2

ADDITIONAL SERVICES TO BE PROVIDED:

AI. Provide a property tax collection and accounting software system superior or equal to the system currently in use, as determined by the Galveston County Tax Assessor Collector Software Analysis Team' or specify capital investment commitment by your firm. The property tax collection and accounting software system shall include installation, data conversion, maintenance, support, upgrades and training of County employees at no expense to the County or any entities for which the County currently collects taxes. The County will be responsible for providing its local equipment and costs necessary to facilitate the County's connection to the system, including but not limited to routers, hubs and data transmission lines.

Firm will also be responsible for any annual licensing and maintenance agreements including those that may be required by third parties and cost of additional bandwidth that may become necessary as a result of additional jurisdictions coming online, if said jurisdictions are served by Firm as delinquent tax attorney.

A2. Provide TABC billing and accounting system including maintenance, support and training.

A3. Provide on-going research and development on other automation systems, including but not limited to, coin operated machine collection and accounting software system and online SIT payment processing.

A4. Produce, validate and mail May (Texas Tax Code §33.07) delinquent notices at no cost to the county.

A5. Assist in producing, validating and mailing June (Texas Tax Code §33.08) delinquent notices.

A6. Provide at least one full time bi-lingual RTA, CTA stationed in the Galveston Property Tax Department to provide support to County Tax Office. This person(s) duties include but are not limited to answering phones and researching accounts for property owners, delivering documents between Galveston Tax Office and the delinquent tax collection firm, researching accounts for firm, investigate posting errors on checks sent from law firm, pull and type evidence for court hearings, assist all Hispanic taxpayers in answering questions/concerns to make sure they understand bills, receipts and Texas Property Tax Code, translate documentation for County Administration located in the County Courthouse when asked, assist in translating for other County tax office departments when asked, assist in translating for other County tax office collection customers via telephone, conduct monthly follow up on all installment pay agreements, assist with bankruptcies, assist sending bills and receipts, assist with researching penalty and interest cases and refunds when needed, assist with return mail, assist with Transfers of Tax Liens, assist with filing, attend department meetings for updates on policies and procedures and weekly goal settings, stay current on Texas Property Tax Code through classes, meetings and seminars to retain RTA certification.

SCHEDULE NO.3

Data Conversion Charge (includes conversion for up to 20 years from automated data and its corresponding balancing) County has no liability for any cost, fee or charge related to data conversion. Charges for data conversion will be negotiated between the taxing entity, the Firm and ACT at the time of proposed data conversion. Charges for data conversion will not exceed the amounts allowed by the appropriate procurement statutes governing the taxing entity seeking data conversion.

Interface Accommodation Charge (to provide for input and output functions between the ACT 7.0 system and delinquent tax systems that do not use the standard ACT 7.0 interface included within the system specifications at the time of system acceptance) County has no liability for any cost, fee or charge related to Interface Accommodation. Charges for Interface Accommodation will be negotiated between the taxing entity, the Firm and ACT at that time. Charges for Interface Accommodation will not exceed the amounts allowed by the appropriate procurement statutes governing the taxing entity seeking Interface Accommodation.

Exhibit 'B'

Galveston County Conversion to ACT 7.0

Scope Document

WQ

Author:	Dawn Chenoweth
Date:	February 14, 2006
Version:	1.0

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Introduction

Appraisal & Collection Technologies (ACT) is the commercial software division of Linebarger Goggan Blair & Sampson, LLP, a law firm that is the leader in supplying both current and delinquent tax collections to major Counties, Cities, and School Districts in Texas and several other large cities in the United States.

ACT is a leader in developing, installing, and supporting user-friendly tax collection systems that meet processing needs while providing an ease and economy of adaptability with future technology. ACT's system includes state-of-the-art tax collection software, a comprehensive audit package, and extensive reporting capabilities.

ACT is committed to a policy of continuous improvement of its products and services related to the collection of both current and delinquent ad valorem taxes.

Our Understanding

GALVESTON COUNTY TAX OFFICE has established certain goals to achieve during the summer of 2006. One of these goals is to improve their tax collection system-with state of the art technology including software and hardware that performs on a relational database platform. The replacement system will retain, at a minimum, all of the technological advancements and enhancements made to the Tax Collection Process since 1998. This replacement system must supply the functionality to support recent and any future legislative mandated changes.

In order to continue accomplishing the technology improvements within GALVESTON COUNTY TAX OFFICE, ACT 7.0 tax collection software will be implemented. This software is fully integrated and will allow GALVESTON COUNTY TAX OFFICE to accomplish most tasks electronically.

In this specific implementation, the following modules of ACT will be utilized:

- **Base Tax Collection System**
 - Billing
 - Collections
 - Records Maintenance
 - Reports
- **Subsidiary Systems**
 - Customer Service
 - Mortgage Company
 - Litigation and Enforcement
 - TaxLedge
 - Offline Remittance Capture
 - Internet
 - Appraisal District
 - Special Inventory Tax System

ACT software enables the following functions:

- Current and Delinquent Tax Collection
- Concurrent Collection of Multiple Taxing Authorities
- Supplements and Adjustments Processing
- Online and Batch Payment Processing

- Refunds – (Requested, Automatic and Prior Year)
- Special Exemptions
- Returned Mail Processing
- Jurisdiction Control
- Comments, Notes and Event Tracking
- Change Logging
- Delinquent Attorney Support
- Offline Remittance Capture Module
- Security and Recoverability
- Comprehensive Audit Trail
- Extensive Reporting System
- Tax Ceiling Management
- TIF / TIRZ processing
- Exemption management
- Lockbox
- System security
- On-screen help
- Over 65 freezes of multiple entities
- Records maintenance
- Mobile (manufactured) home lien filings and releases
- Added value processing and accounting for properties with tax freezes

In addition to the ACT software, the Oracle Discoverer application, developed by Oracle Corporation, shall be utilized for user defined reporting purposes. Oracle Discoverer is an intuitive ad hoc query, reporting, analysis, and web-publishing tool that allows business users at all levels access to information from databases. Discoverer's intuitive user interface guides the end user through the entire process of building and publishing sophisticated reports and graphs. Users can quickly and easily choose from multiple charting and layout options to rapidly create a visual representation of their query results.

The following sections of this proposal define the scope of work that ACT will perform based upon the understanding of the current application issues discussed during several meetings between GALVESTON COUNTY TAX OFFICE and ACT.

Both the Galveston County Tax Office and ACT shall use their best efforts to resolve any and all issues, problems, conditions, and/or goals in connection with the installation, testing, and operation of the ACT system whether such matters are identified through planning, accident, and/or omission.

Project Scope

The purpose of this project is to improve the tax collection system currently utilized at GALVESTON COUNTY TAX OFFICE. All business processes within the tax office will be reviewed. The ACT provided solution will provide comprehensive property tax payment information and required reports through its use of the relational database technology. The existing computer system, network, and internet access support will be entirely replaced upon the successful completion of this project.

ACT proposes to perform an implementation project based on our understanding of GALVESTON COUNTY TAX OFFICE's existing system. Various assumptions have been made and defined below. These assumptions will need to be agreed upon as the project continues.

Software Applications

The ACT 7.0 software is comprised of two (2) major components--Base Tax Collection System and Subsidiary Systems. The scope of this project encompasses all modules as described below.

Base Tax Collection System

The base tax collection system is composed of four modules: Billing, Collections, Records Maintenance, and Products. All basic tax collection functions associated with sending a bill, processing payments, making corrections, and reporting are included in these four modules.

Billing

The Billing Module shall support the processes involving assessment, production, and delivery of tax statements for each jurisdiction assigned to an account. Additionally, the module shall facilitate any additional formal communication delivered to taxpayers or agents including subsequent notices for current year taxes and delinquent notices. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks:

- Original Tax Bills
- Additional Current Bills
- Installment Agreements
- Determination of Agricultural Rollback Taxes
- Current Over 65 and Disabled "Quarterly" payment plans
- 33.07 Letters in May
- 33.08 Letters as appropriate
- Current Bills When Partial Payments are Received
- Daily Overpayment Letters
- Daily Receipts
- Batch Billing and Customized Billing Capabilities (Null Statements)
- Search and Batch creation capabilities (QC Test Case)
- Updating base records with billing dates and formats as necessary

Collections (Cashier)

The Collections Module shall provide the mechanism for over-the-counter payments and all receipting functions including lockbox and multiple site receipting with independent reconciliation functions. This module contains the interface forms used by cashiers to record simple, complex, partial, and special payments for current and delinquent taxes. Additionally, the module supports concurrent collection of multiple taxing authorities and contains the forms to reverse and transfer funds. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks:

- Customer Payment at Tax Office
- Payment Reversed and Re-applied
- Over the Counter Receipts
- Lockbox processing
- Accepting payments/giving receipts at additional branch offices or annexes

Records Maintenance

The Records Maintenance Module shall provide the ability for payment agreement processing, return mail processing, address correction processing, and the manual entry of account information into the tax system database. This module is composed of the interface forms used by tax office clerks to directly add or alter any non-payment related information in the system. Furthermore, this component shall facilitate the entry of new year tax rates from jurisdictions and exemption calculation rules into the system. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks:

- Update Jurisdiction Information for New Year
- Return Mail Processing
- Process Address Change Request
- Values and Exemption changes
- Intangible Property Entry
- Entry of Litigated Account Settlements
- Freeze management
- Over 65/disabled person status management

Reports & Products

The Reports & Products Module shall include all existing tax office reports including, but not limited to, the current and delinquent tax rolls. The Collectors Monthly Report and Funds Distribution Report are also included in the report set for this component. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE reports associated with these tasks:

- Current Tax Rolls
- Delinquent Tax Rolls
- Supplement/Adjustment Rolls
- Online Products
- Distribution Reports
- Tax Collector's Monthly Report
- Create export file

Subsidiary Systems

Customer Service

The Customer Service Module shall support the tax office by providing individualized assistance to taxpayers. This module shall support multiple methods of account identification. It shall have extensive note taking and event-tracking capabilities to assist in follow-ups to taxpayer concerns. In addition, this module shall retain historical information on all payments, changes, and notices sent. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE functionality associated with these tasks:

- Customer Relationship Management (CRM)
- Request for Service
- Research
- Customer Service Requests/Public Information Requests

Mortgage Company

The Mortgage Company Module shall facilitate the communication between the tax office and the managers of mortgage companies' escrow accounts. The module accepts an electronic file with detailed taxpayer information. The system validates account detail, balance payments and posts payments to individual taxpayer accounts. The system allows the option of mailing a receipt to one or both, Mortgage Company and taxpayer. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks:

- Tax Office Send Mortgage Company Statement Request Documentation
- Mortgage Company Statement Request
- Tax Office Electronic Statement/Bill
- Mortgage Company Remittance to Tax Office
- Process Mortgage Company Payments
- Mortgage Company Remittance Reconciliation

Litigation and Enforcement

The Litigation and Enforcement Module shall facilitate the collection activities of law firms hired to enforce collections through legal procedures. The module shall record all legal proceedings, track the special costs and fees associated with the legal process, and produce data file exports to be transmitted to the authorized law firms. The module shall support delinquent tax collections attorneys by producing the certified tax statements needed for court filed petitions. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks:

- Service Level Agreements for Law Firms
- Calculation and Posting of Litigated Accounts
- Exchanging Data with Law Firms
- Pro-ration and Condemnation of Property

TaxLedge

The TaxLedge Module shall support the three (3) primary accounting operations within the tax office - Remittance, Refunds, and Reconciliation. The Remittance component shall allow for customizable distribution rules and shall receive payment information from the Products Module. The Refund component shall receive overpayment or adjustment data separately from the Products Module to generate refund checks to taxpayers. The Reconciliation component shall provide the means to reconcile deposits, withdrawals, and bank adjustments to produce the monthly financial statement. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks:

- Bank Reconciliation
- TaxLedge Refunds
 - Includes Check Generation for Galveston County Central Appraisal District Levy Reductions
 - Handle Current and Prior Year Requested Refunds

- Distributing Remittances to Taxing Jurisdictions
 - Ability to withhold Fees and Commissions from Current Taxes
 - Ability to withhold Fees, Prior Year Refunds from Delinquent Taxes
 - Ability to report collection date data with each ACH wire to each Jurisdiction
- Provide Reports to Taxing Jurisdictions
 - Annual Reports, Current and Delinquent, Separately or Together
 - Delinquent by Tax Year of Delinquency Collected (Base/Principal & Interest/Legal)
 - Reporting Adjustments and netting out commissions

Internet

The Internet Module shall provide the means to externalize tax related information to the public

- Online Property Tax Balances
- Database Searches
- Customer Service Requests
- Tax Account Portfolio Creation and Tracking

Appraisal District

The Appraisal District Module shall function to accept and process ownership, value, and exemption information from the Galveston County Appraisal District for current and prior years. The ACT system shall electronically process supplements and corrections for real and personal property and update the taxpayer account appropriately. Upon entry of the tax rate, the levy by individual taxpayer is created allowing the billing process to proceed. At a minimum, this module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks and provide similar reports to those provided by the existing GALVESTON COUNTY TAX OFFICE system.

- Certified Roll Loading
- Supplemental Roll Processing
- Correction Roll Processing
- Reconciliation

Approach

ACT will approach this project using its project methodology consisting of a series of phases and tasks that has been proven effective with other taxing jurisdictions. Since every client is unique, ACT will work with GALVESTON COUNTY TAX OFFICE to develop a project approach specific to your business environment and defined goals. A detailed description of the ACT methodology is located later in this document.

ACT will develop a project plan specific to GALVESTON COUNTY TAX OFFICE for implementation of the modules previously defined in this document. The tasks for the implementation will be delineated and segregated into various phases for tracking project progress. The various phases for this project include:

- Planning
- Project Discovery
- Assimilation & Gap Analysis
- Application Configuration
- Testing
- Production Commencement (by July 25, 2006)

Upon completion of the initial project plan, ACT will commence a series of onsite interviews with both functional and technical users of the existing tax collection system. This interview process enables ACT to perform an analysis of GALVESTON COUNTY TAX OFFICE's current business requirements to gain a full understanding of GALVESTON COUNTY TAX OFFICE's current operations, its existing environment, and potential future needs. Documentation of the project requirements and ACT recommendations will be prepared after the interviews are conducted. These interviews will serve to establish the objectives and implementation process for the remaining phases of the project. At this point in the project, the project plan will be formally updated to reflect the actual software implementation timeline.

ACT will prepare a weekly progress report to communicate progress on the project through the various implementation phases. ACT recommends that a monthly project status meeting be held. During these meetings, any changes or issues that may impact the project will be addressed and resolved to keep the project on track. ACT will consistently make recommendations for changing business processes, suggest alternative solutions or define software customizations where the system may not totally fulfill business needs.

Deliverables

Deliverables during a project are a means of assessing the project's progress and obtaining acceptance by all interested parties. Most deliverables are produced in the form of a written document (i.e., gap analysis document); however, there are those that are intangible such as "trained users". Each task identified in the specific project plan designed for GALVESTON COUNTY TAX OFFICE will produce one deliverable that will be signed off by both ACT and GALVESTON COUNTY TAX OFFICE as a means of determining that the task is complete and the work has been accepted. It is expected that upon presentation of a deliverable that GALVESTON COUNTY TAX OFFICE will accept or respond with changes as soon as possible but no later than three (3) business days to prevent any timeline or critical path interruptions. ACT personnel will also reply to any questioned or rejected deliverables within three (3) business days with either a revised draft or a timetable adjustment, as needed.

Project Assumptions

The Project Scope is based on the following assumptions related to various areas and should be confirmed by GALVESTON COUNTY TAX OFFICE as soon as possible as changes may impact timing for the project execution:

General

- GALVESTON COUNTY TAX OFFICE will provide timely access to the appropriate business users and technology specialists as required.

- GALVESTON COUNTY TAX OFFICE will provide resources familiar with existing systems and business operations. Where applicable, procedural documentation will be available for ACT review.
- GALVESTON COUNTY TAX OFFICE is responsible for identifying and appointing one process "owner" for each ACT module to coordinate the flow of information and tasks applicable to the specific module.
- GALVESTON COUNTY TAX OFFICE is responsible for obtaining system acceptance and approval
- GALVESTON COUNTY TAX OFFICE will be responsible for reviewing deliverables, which must be returned with approval or rejection within three (3) business days. Any deliverables being rejected should be returned with accompanying documentation and an explanation of the reasons being rejected. ACT will also respond to rejected deliverables within three (3) business days.

Software Functionality

- ACT will implement version 7.0 of the software.
- ACT will implement the ACT software in English only.
- ACT will implement the ACT software utilizing US dollars only.
- GALVESTON COUNTY TAX OFFICE cashiers will update the taxpayer database at time of payment acceptance.
- ACT system will facilitate disbursements of funds to the jurisdictions in compliance with contracts and existing GALVESTON COUNTY TAX OFFICE standards for disbursing funds.
- ACT will implement the software using only one (1) bank account format for printing checks.

Data Conversion

- ACT will be responsible for developing a data conversion process to import historical data into the ACT system.
- GALVESTON COUNTY TAX OFFICE is responsible for producing all reconciliation totals from data files delivered to ACT for historical data conversion.
- ACT is responsible for loading and reconciling current year data (2006).
- ACT will load all Galveston County Tax Office data presently available in their existing property tax system.
- ***Interfaces***
- ACT will implement the software using only one (1) file format for Mortgage Company and large customer payments being submitted electronically.
- ACT will not interface with any third party software except as defined within this document and any additional interfaces are not included in the scope of this project.
- ACT will create one (1) file format for current taxpayer billing statements and one (1) file format for delinquent taxpayer billing statements.

Operating Environment

- ACT is responsible for providing a Disaster Recovery Plan and maintaining full backups of the GALVESTON COUNTY TAX OFFICE's ACT tax collection system.

- GALVESTON COUNTY TAX OFFICE is responsible for providing networking access to ACT personnel and integrating the ACT system into its environment for utilization by GALVESTON COUNTY TAX OFFICE users.
- ACT is anticipating customizations to the software in addition to those already defined herein. Following Gap Analysis, any further missing functionality will be addressed with GALVESTON COUNTY TAX OFFICE for resolution with either customization or change in business process.

Other

- GALVESTON COUNTY TAX OFFICE and ACT are jointly responsible for system integration testing and issue resolution.
- GALVESTON COUNTY TAX OFFICE has identified Cheryl Johnson as the central point of contact for all GALVESTON COUNTY TAX OFFICE project issues.
- GALVESTON COUNTY TAX OFFICE will adopt a "train the trainer" approach and will be responsible for training the end user community. End user training is not included in the scope of this project.
- GALVESTON COUNTY TAX OFFICE will provide office space, training and meeting facilities for ACT consultants during the project duration. Logistics for network access, building access, etc. will also be provided.

ACT Methodology

ACT provides an extensive and comprehensive methodology to assist in achieving a successful implementation. ACT uses specific deliverables and documentation as required and defined by an individual project's scope and its overall project plan. This methodology is explained below in detail.

Project Strategy

ACT's methodology is a systematic set of processes and techniques that are based on best practices for property tax jurisdictions. This methodology includes quality assurance methods and deliverables integrated into a comprehensive plan to successfully implement the ACT tax collection solution.

The implementation strategy defines several phases within a project. To achieve an implementation's strategic goals, the methodology incorporates many defined milestones within each phase to determine the progress of the project. The following table further illustrates the task areas and milestone measurements within given phases:

Planning (Estimated completion: March, 2006)	Define specific project scope and identify critical success factors. This is a process that produces a high-level view of the information requirements of the entire organization and a plan for satisfying those requirements. Develop project plan, including the definition and sequence for application implementation including hardware, software and communications support alternatives. Identify resources and organize the team.
Project Discovery	Interview key users to understand the business

(Estimated completion: April, 2006)	needs both now and in the future. Map functional processes to application software to determine data conversion, interface, and customization requirements. Determine data security requirements. Document the current system functions, interfaces and reports at a high level.
Assimilation & Gap Analysis (Estimated completion: May, 2006)	Using proprietary application setup models/templates, complete and document each module's recommended configuration based on results from analysis phase. Provide necessary assistance for procedural documentation. Provide a "proof of concept" exercise via a Conference Room Pilot Workshop. This phase will allow management and key end users to view software functionality with an opportunity to modify business requirements and/or configuration decisions to more effectively meet business objectives. Develop specific test scripts to use in the workshops and subsequent testing. Resolve any identified issues and modify configuration values.
Application Configuration (Estimated completion: June, 2006)	Develop and complete data conversions, interfaces, and customizations. Develop the test instance for the applications. Complete the test scripts and data for unit, system integration, and acceptance testing. Develop any necessary user training materials.
Testing (Estimated completion: June, 2006)	<p><u>Unit Testing:</u> Each module and associated deliverables must be thoroughly unit-tested for compliance with all stated requirements.</p> <p><u>System Integration Testing:</u> Integration testing is required to ensure that all module and system interfaces work properly within the overall system.</p> <p><u>Acceptance Testing & Sign-Off:</u> This requires testing and sign-off by GALVESTON COUNTY TAX OFFICE personnel that all modules meet stated requirements. Any reported discrepancies will result in a Discrepancy Report (DR) and will be corrected to meet the requirements. This process is outlined in detail in the Change Management Procedures section.</p>

Production Commencement (Completion: July 25, 2006)	Conduct “train-the-trainer” training and assist in developing a training strategy for end users. Perform cutover to production and assist with post-production support. Determine policies and procedures for user support and assist where necessary for system satisfaction.
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To determine that the project is meeting GALVESTON COUNTY TAX OFFICE’s needs and expectations, quality assurance methods are included within the methodology. Quality assurance is an ongoing process that requires both ACT and GALVESTON COUNTY TAX OFFICE personnel involvement. The items below represent a sample of the approaches used within this area to keep the project on time and assist in making it a success for all.

- User and management involvement
- Compliance with information management standards and policies
- Suggestions and follow-up for improved policies
- Personnel training
- Formal project management method
- Project Management

Project Management

ACT’s project implementation methodology has a project management component that defines administrative tasks in addition to the project tasks for a given project. It also defines strategic approaches to monitoring and managing a project that assists in measuring the progress and success of a project. The following points illustrate some of the factors in managing a successful project:

Project Plan

The project plan is maintained at all times and communicated during the following regularly scheduled weekly status meetings.

The ACT project team members meet on both a formal and informal basis to keep all parties up-to-date on current issues and concerns as well as previous issues that have been resolved. By maintaining a project plan and communicating the project status on a regular basis, potential implementation risks can proactively be addressed and resolved.

Review of Deliverables

Throughout the project, reviews of deliverables will be conducted. There are two types of reviews that may be carried out on this project. These are:

- Documentation Reviews - This process will include the review of library documents against the project plan.
- Process Reviews – This process will include the review and acceptance by GALVESTON COUNTY TAX OFFICE.

Client Acceptance

All deliverables and milestone achievements require sign-off by both ACT and GALVESTON COUNTY TAX OFFICE Management. Both parties must agree that specific tasks have been completed approved and no outstanding issues exist. A signed acceptance certificate is required before work on the project can continue to the next phase. ACT will utilize a Deliverable Log to track documents requiring acceptance.

Project Team

ACT approaches each project from the standpoint of developing a “team” with both ACT and GALVESTON COUNTY TAX OFFICE resource pools. The team works jointly to develop business solutions within the software applications functionality and then identifies any “gap” issues by documenting workaround processes, change management procedures or, as a last resort, custom extensions to the software applications.

Change Management

Changes are typically expected during the development lifecycle of any system and require careful scrutiny. Changes are directly proportionate to the scope and complexity of the system being developed. ACT has a structured methodology for handling changes during the course of the project.

ACT will utilize one of two Change Request forms (Software Change Request—SCR or Hardware Change Request—HCR) and Tracking Log to monitor the changes requested and approved. A change request is usually initiated when requested changes alter the stated requirements after initial completion of the Project Planning phase. Project team members may initiate change requests whenever there is a perceived need for a change that will affect the scope of work, such as timelines or functionality. Agreement to a change request signifies agreement to a change in overall functionality and/or timelines. The ultimate decision regarding agreement to change requests will lie with the Change Control Board consisting of ACT and GALVESTON COUNTY TAX OFFICE representatives.

The Change Control Board shall consist of Ms. Cheryl E. Johnson, Mr. Ken Laird, Ms. Annabelle Ponce, Mr. Jim Brod, and Ms. Dawn Chenoweth.

The following procedures represent the overall processes that are utilized during a project:

Propose Changes

- A change will be identified to project leads by a Change Request (SCR or HCR) document, conversation or other form of communication.
- The person who is functionally responsible for the area of change will:
 - Review the SCR/HCR for the proposed changes and submit copies to the relevant parties (possibly including subcontractors, and technical input) for assessment.
 - Record the SCR/HCR in the change control log.
 - Investigate the impact of the proposed change.
 - Evaluate the impact of not performing the change.
 - Prepare a response to the proposed change.
 - File the SCR/HCR original in the project library.
 - Review the SCR/HCR with the Change Control Board.

- Agree whether the change should be performed and obtain authorization sign-off from the appropriate ACT and GALVESTON COUNTY TAX OFFICE personnel of the change request.

If the change is not agreed to:

- The Project Manager will discuss and document the objection with the appropriate project lead.
- The proposed change will be re-negotiated if possible, or withdrawn if it is agreed to be non-essential.

Monitor Changes

- Once the SCR/HCR has been signed, work may begin.
- Project Leads will adapt project plans to incorporate agreed changes and present them at progress meetings for approval.
- Upon completion of the work specific to the SCR/HCR, notification will be sent to indicate completion via means of a Software Change Notice (SCN) or a Hardware Change Notice (HCN).
- The original SCN/HCN will be filed in the project library.

The Change Control Log will be reviewed at progress meetings to monitor incomplete change requests and determine status.

Issues and Risk Management

During a project, issues and risks exist which are beyond the control of the project team. For example, changes in internal policy decisions or changes in the property tax code can have a significant impact on the system that will be implemented. An unresolved issue may impede or halt performance of project tasks by delaying or suspending work effort. ACT has a structured methodology for handling any issues or risks identified during the course of the project.

ACT will utilize a Risk and Issue Form (RIF) and Tracking Log to monitor any issues or risks raised by project team members. These issues and risks are discussed at progress meetings and assigned to various individuals for investigation and disposition. In the event that the project managers cannot dispose of the issue it may be escalated to the project sponsor or executive management for resolution.

The following procedures represent the overall process for issue resolution:

Raise a New Issue

Any ACT or GALVESTON COUNTY TAX OFFICE project member (the originator) may raise an issue to the attention of project management by documenting it on a Risk and Issue Form. The ACT Project Manager assigns the RIF to an ACT project team member for investigation and targets a resolution date.

Screen and Assign the Issue

The ACT Project Manager screens the issue and, if necessary, updates the Risk and Issue Form with background information to place the issue in perspective. Screening of the issue results in one of the following:

1. Determination that the issue is already covered by an existing issue. This may involve updating the existing issue to reflect new information.

2. Further discussion with the originator and other project members to see if a satisfactory solution can be reached before adding the issue to the Risk and Issue Log (or deciding it was not worth documenting).
3. Decision that the issue is to be resolved by management. The Project Manager tentatively identifies the phase and processes that apply, together with the functional area and the potential impact to the project.

Each open issue is then assigned to a project member (the investigator), determined jointly by ACT and GALVESTON COUNTY TAX OFFICE project managers, for investigation. A due date is set which is typically no more than two weeks from the present date.

Investigate the Issue

The investigator analyzes the circumstances surrounding the issue with the originator and others on the project. The goal of the investigation is to identify one or more possible courses of action which would resolve the issue. The investigator reports the investigation results by the assigned due date to the Project Manager for review.

Recommend an Issue Resolution

Alternative resolutions to the issue or consideration of the steps that need to be taken before a final decision can be made are discussed and documented in the Risk and Issue Form at progress meetings. A resolution is recommended from the various alternatives and either approved, deferred or escalated.

Approve the Issue Resolution

The recommended resolution for the issue will be discussed with GALVESTON COUNTY TAX OFFICE. If GALVESTON COUNTY TAX OFFICE agrees to the recommendation, then ACT will proceed accordingly. A potential change request may evolve depending if the resolution of the issue requires a change to project scope or a project baseline. Otherwise, an action item is assigned to the appropriate project member to implement the approved resolution. The progress of the action is tracked in project progress meetings.

If a resolution cannot be agreed upon until a later date, GALVESTON COUNTY TAX OFFICE and ACT may agree to defer decision or take no action. If a resolution requires project sponsor or executive management approval the issue may be escalated to the next level of approval by the County's executive Manager.

All RIF forms and resolutions are filed in the project library to maintain the history of changes on the project.

Appendix A – Project Time Line

Hardware / Telecommunication

March 15, 2006

Data Conversion

March – May 15, 2006

Acceptance Testing

June 20, 2006

Contingency Implementation

July 1, 2006

Full Implementation

July 25, 2006

ACT and GALVESTON COUNTY TAX OFFICE anticipate a full time ACT dedicated oracle developer will commence work during March of 2006. The major objectives for this effort will be to develop the necessary programming to process files from the Galveston Central Appraisal District and to commence testing of previously developed ACT data conversion routines. In March, an ACT business analyst will join the project. The business analyst will work cooperatively with the GALVESTON COUNTY TAX OFFICE to capture copies of system products used to support the existing business practices. This “Legacy System Product Catalog” will then be supplemented by the addition of the ACT replacement product. Where GALVESTON COUNTY TAX OFFICE has a product not directly replaced by an ACT product, a gap exists. The business analyst will work with GALVESTON COUNTY TAX OFFICE to produce specifications that will allow the ACT dedicated developer to create the product required by GALVESTON COUNTY TAX OFFICE. A trial data conversion will be accomplished in June 2006. This conversion will load the GALVESTON COUNTY data into the ACT 7.0 environment. This environment will then be used to test the processes and train the trainers. This process will continue through July of 2006. During this time data conversion processing will have been demonstrated and a final data conversion plan drafted. Final training will be provided to GALVESTON COUNTY TAX OFFICE during the month August 2006. In mid July, the final data extraction will be performed and the old system will go into “inquiry mode”. The extracted data will be loaded into the ACT 7.0 system. Once reconciliation and sign-off have occurred, the system will be pronounced “operational”.

AGENDA ITEM #21.



GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department							
1. Date of Request: 11/30/2016		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes / No		
4. Department Name: EMERGENCY MANAGEMENT				5. Department Contact: GARRET FOSKIT XGDDZ			
6. Description COMMUNITY PREPAREDNESS PROGRAM ADMINISTRATION SERVICES CONTRACT							
7. IFAS PEID No: 1151018		8. IFAS Req No: B131018		9. Orgkey: 2892291132		10. Object Code: 544000	
11. Vendor: GREATER METROPOLITAN SAFETY COUNCIL				12. Vendor Contract No: CM13175			
13. Requested Legal Review: Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
T2 2146 WATZ CP 2892291132		* LPT, DDD					
22. Totals:		* LPT, DDD					
To Be Completed By Purchasing Department							
Contract Start Date: 1/1/17		Auto Renewal Contract: Yes <input checked="" type="checkbox"/>		Bid No: B131018			
Contract End Date: 12/31/17		Contract # Issued By Purchasing: CM13175		Form 1295 Certificate #: 2016-78981			

Approved By: _____ Signature: _____ Date: _____

Department Head: Garret Foskit Garret Foskit 11/30/16

Purchasing Agent: Jammy Wiley for Rutes Crowder 11/30/16

County Legal: Myrna Romero 11-30-16

Contract Listed in Budget Documentation YES NO

County Budget Office: Quinn 11-30-16

Budget Available and Funds are/will be Available YES NO

County Auditor: _____

by Jeffery Rodriguez 11/30/2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Greater Metropolitan Safety Council
League City, TX United States

Certificate Number:
2016-78981

Date Filed:
06/30/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Galveston County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ#: B131018

Provide Training for volunteers in CERT program for Galveston County and Administer the CERT Program for Galveston County

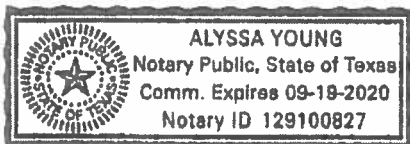
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Herrmann, John	League City, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



John Herrmann
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John HERRMANN, this the 30TH day of NOVEMBER, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

ALYSSA YOUNG
Printed name of officer administering oath

FIN/ADMIN COORDINATOR
Title of officer administering oath

State of Texas

§

§

County of Galveston

§

**Third Supplement to
Agreement between Galveston County and Greater Metropolitan Safety Council**

**GMSC Contract Number: GMSC-2013GCERT
County Contract Number: CM13175, RFQ B131018**

Article I. Preamble

Whereas, John F. Herrmann d/b/a Greater Metropolitan Safety Council (GMSC) and the County of Galveston, Texas (County) have heretofore entered into that certain contract on or about May 1, 2013 for GMSC to perform Community Preparedness Program Administration Services to the County through the County's Galveston County Office of Emergency Management (GCOEM) by providing training services for the Citizens Corps and the Community Emergency Response Team (CERT) members;

Whereas, GMSC and County have heretofore entered into that First Supplement to aforementioned agreement between the County and GMSC which, inter alia, amended the agreement and extended the term of the agreement through December 31, 2015;

Whereas, GMSC and County have heretofore entered into that Second Supplement to the aforementioned agreement between the County and GMSC which, inter alia, extended the term of the agreement through December 31, 2016;

Whereas, GMSC and County are collectively referred to herein as the Parties;

Whereas, GMSC is also referred to herein as Contractor; and

Whereas, the Parties wish to further extend the agreement to a term ending December 31, 2017 and thus wish to enter into this Third Supplement to the Agreement reflecting their mutual agreement to extend the term of the agreement and to continue the provision of services from GMSC to County through December 31, 2017.

Now therefore, for and in consideration of the covenants contained within the agreement entered into on or about May 1, 2013, within RFQ B131018, within GMSC's response in RFQ B131018, within the First Supplement to such agreement, within the Second Supplement to such agreement, and within this Third Supplement to such agreement (which collectively constitute the Agreement), the Parties agree and covenant as follows:

Article II. Scope, Term, and Compensation

2.1 Term Extended.

- a. One-year extension (December 31, 2017). This Third Supplement shall be effective upon full execution with the date of the Party executing last hereto and the term shall continue thereafter through December 31, 2017.
- b. Further extension authorized. Notwithstanding the foregoing, the Parties agree that the term may be extended further by written instrument duly executed by both Parties hereto and authorized by the governing body of each Party hereto as required by law under the same terms and conditions as those stated herein.

2.3 Compensation.

- a. Rates and Fees Unchanged. The compensation to GMSC shall be based on services performed and remains based on Section 3 of the Agreement and Attachment 1 of the Agreement, except as is otherwise noted within this subsection 2.3(a) herein and with the limitation noted within subsection 2.3(b) below. Thus, GMSC is to be reimbursed for services rendered in accordance with Attachment 1 of the Agreement, Compensation Schedule for Community Preparedness Program Administration, provided however that: 1.) the Administration Fee listed within Attachment 1 is applicable only in those months in which GMSC has performed services; 2.) it is clarified that the non-academy training cost (i.e., the specialty classes) is per calendar day; and 3.) the directive pertaining to correspondence is the current County Emergency Management Coordinator, who is Garret Foskit, and Mr. Foskit's electronic mail address is garret.foskit@co.galveston.tx.us and all other contact information for correspondence remains unchanged.
- b. Not to Exceed. Notwithstanding the foregoing Subsection 2.3(a), in no event shall the compensation to GMSC exceed sixty-five thousand dollars (\$65,000.00) for the period of January 1, 2017 through December 31, 2017.

Article III. Remaining Provisions

3.1 Subject to Availability of Funds and Subject to Grant Funding.

- a. Notwithstanding anything to the contrary, Contractor acknowledges and agrees that the Agreement is subject to the appropriation of funds by the Commissioners Court, and that the Agreement does not constitute an obligation for such appropriation.
- b. Notwithstanding the foregoing, as the Agreement is pursuant to grant funding, Contractor acknowledges and agrees that the obligations of the County hereunder are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor acknowledges and agrees that the County may immediately terminate this Agreement without penalty or any liability whatsoever on the part of the County, the State, the TDEM, or other applicable granting agencies.

This **Third Supplement** is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in ***duplicate counterparts*** each of which shall be deemed to be an original.

Galveston County,

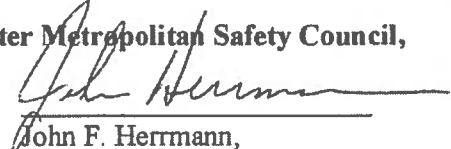
By: _____
Mark Henry, County Judge

Date Signed: _____

Attest:

By: _____
Dwight D. Sullivan,
County Clerk of Galveston County,
Texas

Greater Metropolitan Safety Council,

By: 
John F. Herrmann,
Owner – GMSC;
sole proprietorship)

Date Signed: 11-30-2016

AGENDA ITEM #22.a.

COUNTY OF GALVESTON REQUEST FOR BUDGET AMENDMENT/TRANSFER				
Department:		Facilities Services		BA 16-185-1206-A
Date Submitted:		November 30, 2016		(Assigned by Budget Office)
COMMISSIONER'S COURT ACTION: Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.				
GENERAL EXPLANATION:				
Request transfer from Facilities Building Maintenance account to Facilities Furnitures and Fixtures account for a storage cooler at the Medical Examiner's Office for FY 2016				
This budget amendment does increase the budget for FY 2016.				
TRANSFER FROM				<i>Auditor Use Only</i> <i>Account Balance</i> <i>Sufficient</i> <i>(Y/N)</i>
Fund	Department	Line Item:	Amount	
1101 - General Fund	170100 - Facilities Services	5424000 - Building Maintenance	26,464	
TOTAL - Transfer From			\$ -	
TRANSFER TO				<i>Auditor Use Only</i> <i>Account Balance</i> <i>Sufficient</i> <i>(Y/N)</i>
Fund	Department	Line Item:	Amount	
1101 - General Fund	170100 - Facilities Services	5744000 - Furnitures and Fixtures	26,464	
TOTAL - Transfer To			\$ -	
ADDITIONAL COMMENTS: The storage cooler at the Medical Examinter's Office needs to be capitalized due to the amount. The account originally used was the Building Maintenance account.				
Departmental Authorization		Date		
Human Resources Department		Date		David M. Delac 11/30/2016
		Budget Office Authorization		Date
AUDITOR'S REVIEW				
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.				
Reviewed by: _____			Date: _____	
Auditor's Remarks:				
COMMISSIONERS COURT APPROVAL				
Date Submitted: _____			Date Approved: _____	

AGENDA ITEM #22.b.

COUNTY OF GALVESTON REQUEST FOR BUDGET AMENDMENT/TRANSFER				
Department:		Professional Services		BA 16-186-1206-B
Date Submitted:		November 30, 2016		(Assigned by Budget Office)
COMMISSIONER'S COURT ACTION: Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.				
GENERAL EXPLANATION:				
Request transfer from General Government Contract Services to County Courts #1 and #2 for expenses associated with FY 2016				
This budget amendment does increase the budget for FY 2016.				
TRANSFER FROM				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
1101 - General Fund	110000 - General Government	5481000 - Other Contract Services	5,224	
TOTAL - Transfer From			\$ -	
TRANSFER TO				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
1101 - General Fund	122100 - County Court #1	5151000 - County Pd Health Ins Prem	2,612	
1101 - General Fund	122200 - County Court #2	5151000 - County Pd Health Ins Prem	2,612	
TOTAL - Transfer To			\$ 5,224	
ADDITIONAL COMMENTS:				
Departmental Authorization		Date		
Human Resources Department		Date		David M. Delac 11/30/2016
				Budget Office Authorization Date
AUDITOR'S REVIEW				
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.				
Reviewed by: _____			Date: _____	
Auditor's Remarks:				
COMMISSIONERS COURT APPROVAL				
Date Submitted: _____			Date Approved: _____	

Galveston County, TX
Operating Budget Status
Budget to Actual Figures - Non-Grant Governmental Funds For Fiscal Year 2016
as of: 11/30/2016

Dept	Department Name	Budgeted	Actual Encumbrance	Balance
122100	County Court #1	409,514	412,123	0
122200	County Court #2	400,848	403,224	223
				(2,609)
				(2,600)

AGENDA ITEM #22.c.

COUNTY OF GALVESTON REQUEST FOR BUDGET AMENDMENT/TRANSFER				
Department:		Sheriff's Department - Patrol		BA 17-040-1206-A
Date Submitted:		November 30, 2016		(Assigned by Budget Office)
COMMISSIONER'S COURT ACTION: Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.				
GENERAL EXPLANATION:				
Request transfer from Sheriff's Department Capital Equipment account to Sheriff's Department Extraordinary Supplies account for three (3) DVR Camera Systems				
This budget amendment does increase the budget for FY 2017				
TRANSFER FROM				<i>Auditor Use Only</i> <i>Account Balance</i> <i>Sufficient</i> <i>(Y/N)</i>
Fund	Department	Line Item:	Amount	
1101 - General Fund	211143 - Sheriff's Dept - Patrol Division	5741000 - Equipment	15,000	
TOTAL - Transfer From			\$ 15,000	
TRANSFER TO				<i>Auditor Use Only</i> <i>Account Balance</i> <i>Sufficient</i> <i>(Y/N)</i>
Fund	Department	Line Item:	Amount	
1101 - General Fund	211143 - Sheriff's Dept - Patrol Division	5310001 - Extraordinary Supplies	15,000	
TOTAL - Transfer To			\$ 15,000	
ADDITIONAL COMMENTS:				
Departmental Authorization		Date		
Human Resources Department		Date		
		David M. Delac		11/30/2016
		Budget Office Authorization		Date
AUDITOR'S REVIEW				
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.				
Reviewed by: _____			Date: _____	
Auditor's Remarks:				
COMMISSIONERS COURT APPROVAL				
Date Submitted: _____			Date Approved: _____	

AGENDA ITEM #22.d.

COUNTY OF GALVESTON REQUEST FOR BUDGET AMENDMENT/TRANSFER				
Department:		Professional Services		BA 17-041-1206-B
Date Submitted:		November 30, 2016		(Assigned by Budget Office)
COMMISSIONER'S COURT ACTION: Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.				
GENERAL EXPLANATION:				
Request transfer from General Fund Budgeted Reserves for various transactions associated with FY 2016 that need to be completed in FY 2017				
This budget amendment does increase the budget for FY 2017.				
TRANSFER FROM				<i>Auditor Use Only</i> <i>Account Balance</i> <i>Sufficient</i> <i>(Y/N)</i>
Fund	Department	Line Item:	Amount	
	See Attached Spreadsheet		-	
TOTAL - Transfer From			\$ -	
TRANSFER TO				<i>Auditor Use Only</i> <i>Account Balance</i> <i>Sufficient</i> <i>(Y/N)</i>
Fund	Department	Line Item:	Amount	
	See Attached Spreadsheet		-	
TOTAL - Transfer To			\$ -	
ADDITIONAL COMMENTS:				
Departmental Authorization		Date		
Human Resources Department		Date		
		David M. Delac		11/30/2016
		Budget Office Authorization		Date
AUDITOR'S REVIEW				
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.				
Reviewed by: _____			Date: _____	
Auditor's Remarks:				
COMMISSIONERS COURT APPROVAL				
Date Submitted: _____			Date Approved: _____	

Carry Over from FY 2016 to FY 2017

	Account #	Description		Amount	Description
		General Fund	Budgeted Reserves		
FROM:	1101-920180-5930000			\$ 12,861	FY 2017 Budget Carry Over
TO:	1101-170100-5424000	Building Maintenance		\$ 1,400	ADA Install audio/visual for elevator car at Justice Center
	1101-170100-5424000	Building Maintenance		\$ 4,581	Camera Equipment for San Luis Toll Bridge
	1101-170100-5424000	Building Maintenance		\$ 2,090	Install flow switches for chillers at Central Plant 600 - 59th
	1101-170100-5424000	Building Maintenance		\$ 4,790	Repair several leaks rear hallway - 1st floor - Justice Center
				\$ 12,861	
	Account #	Description		Amount	Description
		General Fund	Budgeted Reserves		
FROM:	1204-920180-5930000			\$ 13,752	FY 2017 Budget Carry Over
TO:	1204-544042-5426100	Equipment and Other Rentals		\$ 13,752	Rental of Heavy Equipment
				\$ 13,752	
	Account #	Description		Amount	Description
		General Fund	Budgeted Reserves		
FROM:	2301-920180-5930000			\$ 81,450	FY 2017 Budget Carry Over
TO:	2301-312120-5743000	Vehicles		\$ 81,450	Purchase of (2) F350 Pick-up Trucks
				\$ 81,450	

AGENDA ITEM #22.e.

COUNTY OF GALVESTON REQUEST FOR BUDGET AMENDMENT/TRANSFER				
Department:		County Clerk Records Mgmt and Preservation		BA 17-042-1206-C
Date Submitted:		November 30, 2016		(Assigned by Budget Office)
COMMISSIONER'S COURT ACTION: Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.				
GENERAL EXPLANATION:				
Request transfer from County Records Management & Preservation Budgeted Reserves for two (2) color printers and a folding chair trolley				
This budget amendment does increase the budget for FY 2017				
TRANSFER FROM				<i>Auditor Use Only</i> <i>Account Balance</i> <i>Sufficient</i> <i>(Y/N)</i>
Fund	Department	Line Item:	Amount	
2102 - County Clerk Records Management & Preservation	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	1,300	
TOTAL - Transfer From			\$ 1,300	
TRANSFER TO				<i>Auditor Use Only</i> <i>Account Balance</i> <i>Sufficient</i> <i>(Y/N)</i>
Fund	Department	Line Item:	Amount	
2102 - County Clerk Records Management & Preservation	114020 - County Clerk Records Management	5310001 - Extraordinary Supplies	1,300	
TOTAL - Transfer To			\$ 1,300	
ADDITIONAL COMMENTS: (2) Color Printers @ \$500 = \$1,000; (1) Folding Chair Trolley @ \$300 = \$300 for a Grand Total - \$1,300				
Departmental Authorization		Date		
Human Resources Department		Date		
		<i>David M. Delac</i>		11/30/2016
		Budget Office Authorization		Date
AUDITOR'S REVIEW				
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.				
Reviewed by: _____			Date: _____	
Auditor's Remarks:				
COMMISSIONERS COURT APPROVAL				
Date Submitted: _____			Date Approved: _____	

AGENDA ITEM #22.f.

COUNTY OF GALVESTON				
REQUEST FOR BUDGET AMENDMENT/TRANSFER				
Department:		Veteran's Services		BA 17-043-1206-D
Date Submitted:		November 30, 2016		(Assigned by Budget Office)
COMMISSIONER'S COURT ACTION: Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.				
GENERAL EXPLANATION:				
Request transfer from Veteran's Services Books, Periodicals, and Subscriptions account to Veteran's Services Extraordinary Supplies account for a paper shredder				
This budget amendment does increase the budget for FY 2017				
TRANSFER FROM				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
1101 - General Fund	117500 - Veteran's Services	5317000 - Books, Periodicals, & Subscr	200	
TOTAL - Transfer From			\$ 200	
TRANSFER TO				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
1101 - General Fund	117500 - Veteran's Services	5310001 - Extraordinary Supplies	200	
TOTAL - Transfer To			\$ 200	
ADDITIONAL COMMENTS: One (1) paper shredder @ \$200 = \$200				
Departmental Authorization		Date		
Human Resources Department		Date		
		David M. Delac 11/30/2016		
		Budget Office Authorization Date		
AUDITOR'S REVIEW				
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.				
Reviewed by: _____		Date: _____		
Auditor's Remarks:				
COMMISSIONERS COURT APPROVAL				
Date Submitted: _____		Date Approved: _____		

AGENDA ITEM #22.g.

COUNTY OF GALVESTON REQUEST FOR BUDGET AMENDMENT/TRANSFER				
Department: Flood Control - County Engineer			BA 17-044-1206-E	
Date Submitted: November 30, 2016			(Assigned by Budget Office)	
COMMISSIONER'S COURT ACTION: Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.				
GENERAL EXPLANATION:				
Request transfer from Flood Control Budgeted Reserves for inspection and material testing for construction of pipelines				
This budget amendment does increase the budget for FY 2017				
TRANSFER FROM				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
2370 - Flood Control	920180 - Fund Balance Reserves	5930000 - Budgeted Reserves	50,000	
TOTAL - Transfer From			\$ 50,000	
TRANSFER TO				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
2370 - Flood Control	190100 - County Engineer	5453011 - Flood Control/Drainage	50,000	
TOTAL - Transfer To			\$ 50,000	
ADDITIONAL COMMENTS: The \$50,000 is for inspection and material testing for construction on pipelines. The funds are needed to pay for TCSW Levee Inspections. The County receives the revenue; the County then proposal from a 3rd party inspector; the County gets a PO to process payment of the expense				
Departmental Authorization _____ Date _____				
Human Resources Department _____ Date _____				
David M. Delac 11/30/2016				
Budget Office Authorization _____ Date _____				
AUDITOR'S REVIEW				
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.				
Reviewed by: _____ Date: _____				
Auditor's Remarks:				
COMMISSIONERS COURT APPROVAL				
Date Submitted: _____ Date Approved: _____				

AGENDA ITEM #22.h.

COUNTY OF GALVESTON				
REQUEST FOR BUDGET AMENDMENT/TRANSFER				
Department:		Parks/Collections Departments		BA 17-045-1206-F
Date Submitted:		November 30, 2016		(Assigned by Budget Office)
COMMISSIONER'S COURT ACTION: Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.				
GENERAL EXPLANATION:				
Request transfer of position from Collections Department to Parks; an upgrade of the Collections Specialist to a Collections Manager position and the addition of a Collections Clerk position in the Collections Department				
This budget amendment does increase the budget for FY 2017				
TRANSFER FROM				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
	See Attached Schedule		-	
TOTAL - Transfer From			\$ -	
TRANSFER TO				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
	See Attached Schedule		-	
TOTAL - Transfer To			\$ -	
ADDITIONAL COMMENTS:				
Departmental Authorization		Date		
Human Resources Department		Date		David M. Delac 11/30/2016
		Budget Office Authorization		Date
AUDITOR'S REVIEW				
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.				
Reviewed by: _____			Date: _____	
Auditor's Remarks:				
COMMISSIONERS COURT APPROVAL				
Date Submitted: _____			Date Approved: _____	

Collections and Parks Changes

Move From Collections	Object Code Description	Amount	Move To Parks	Object Code Description
1101-129200-5100000	Salaries	41,814	1101-522020-5100000	Salaries
1101-129200-5151000	Group Health	5,282	1101-522020-5151000	Group Health
1101-129200-5152102	Medicare FICA	606	1101-522020-5152102	Medicare FICA
1101-129200-5153000	TCDRS	4,792	1101-522020-5153000	TCDRS
1101-129200-5154000	Alt Plan	3,665	1101-522020-5154000	Alt Plan
1101-129200-5155000	Unemployment	201	1101-522020-5155000	Unemployment
Total		\$ 56,360		

Move From	Object Code Description	Amount	Move To Collections	Object Code Description
1101-920180-5930000	Gen Fund Budgeted Reserves	\$ 48,668		
		34,487	1101-129200-5100000	Salaries
		6,540	1101-129200-5151000	Group Health
		500	1101-129200-5152102	Medicare FICA
		3,952	1101-129200-5153000	TCDRS
		3,023	1101-129200-5154000	Alt Plan
		166	1101-129200-5155000	Unemployment
Total		\$ 48,668		

Personnel Adjustment Request

Complete a separate form for each personnel request. Fill in all applicable shaded areas.

Requested Effective Date: **12/7/16** Court Sponsor: (Required for Court Agenda Item) **Judge Mark Henry for 12/6/16 Agenda**

Manager Name: **EID#** Employee Name or VACANT: **Vacant**

Fund No: Department Name: **Collections Office** Today's Date: **11/30/2016**

Cost Center No: Division Name: Department Head: **Gregory Rikard**

Check all which apply:	<input type="checkbox"/> Appointment	<input type="checkbox"/> Change of Title	<input type="checkbox"/> Decrease in Salary - Same Grade	<input type="checkbox"/> No Change in Salary - Different Grade
	<input type="checkbox"/> Promotion	<input type="checkbox"/> Career Ladder	<input type="checkbox"/> Decrease in Salary - Different Grade	<input type="checkbox"/> Addition of a Position
	<input type="checkbox"/> Transfer	<input type="checkbox"/> Account# Change	<input type="checkbox"/> Increase Salary - Same Grade	<input type="checkbox"/> Deletion of a Position
	<input type="checkbox"/> Reassignment	<input checked="" type="checkbox"/> Annual Budget Request	<input type="checkbox"/> Increase Salary - Different Grade	<input type="checkbox"/> Other:
	<small>Grant-funded position and is; therefore, subject to the availability of said grant funding. Should that grant funding become unavailable at any point during a budget cycle for any reason (e.g., loss of grant, decrease in funding, elimination of grant program, etc.), the position is subject to elimination regardless of department or County policy.</small>			
<input type="checkbox"/> Safety Position				
FUTURE ONE TIME SUPPLEMENT to be paid out AFTER the completion of a specific project (all applicable taxes will be withheld from Supplement)				
Date:		Amt:		

Psn #	Current Title	Grade/Step	Budgeted Annual/Biweekly/Hourly Amount	Psn #	Requested Title	Grade/Step Request	Requested Annual/Biweekly/Hourly Amount	Total Salary Change Requested
2	Collections Specialist	17i	51,769	2	Collections Manager	20d	53,063	1,294

Current Fund, Cost Center, & Object Code Numbers	Current Percentages (Indicate if Charged to Acct #'s)	Requested Fund, Cost Center, & Object Code Numbers	Requested Percentages (Indicate if Charged to Multiple Acct #'s)	Employee Type (Indicate in the Appropriate Field: FTBE, PTNH, etc.)
1101-129200-5100000	100%			Full Time 30+ X
				Half Time 20-29
				Part Time 1-19

Indicate the Calendar Code: **X** 40NORMAL 20NORMAL 86NORMAL Other:

Indicate the Emergency Preparedness Tier Level: **1** **2** **3** **x** **4**

Requested Allowances and Contributions (such as Cell Phone, Auto, Certification Pay, Longevity):

Exempt? (yes/no) **No**

Subject to HR Approval:

Moving from non-exempt to exempt? (yes/no) **No**

If so, will receive payout of comp time.

Detailed Reason for Request: (Increased Job Duties, Demotion for Performance, Merit Increase, etc.) Feel free to attach other supporting documents)

If requesting a new position or change in grade or title, please attach a job description.

Department Head Signature:  Date: **11/30/2016**

Department Head Name Print: **Greg Rikard**

**** OR for Grant Funded positions, list current Salary Contact Sr. Budget Analyst for details**

Incomplete forms or forms without supporting job descriptions will be returned to Department Heads

DO NOT share requests with impacted individuals until after the approval process

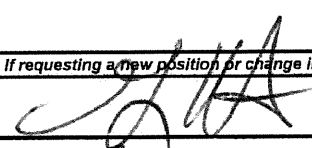
Personnel Adjustment Request

Complete a separate form for each personnel request. Fill in all applicable shaded areas.

Requested Effective Date:		12/7/2016		Court Sponsor: (Required for Court Agenda Item)		Judge Mark Henry for 12/6/16 Agenda		
Manager Name:		Julie Diaz		EID#		E01774		
Employee Name or VACANT:		Ladonna Kennie						
Fund No:		Department Name:		Parks & Cultural Services		Today's Date:		
Cost Center No:		Division Name:		Parks		Department Head:		
						Julie Diaz		
Check all which apply:	<input type="checkbox"/> Appointment		<input type="checkbox"/> Change of Title		<input type="checkbox"/> Decrease in Salary - Same Grade		<input type="checkbox"/> No Change in Salary - Different Grade	
	<input type="checkbox"/> Promotion		<input type="checkbox"/> Career Ladder		<input type="checkbox"/> Decrease in Salary - Different Grade		<input type="checkbox"/> Addition of a Position	
	<input checked="" type="checkbox"/> Transfer		<input type="checkbox"/> Account# Change		<input type="checkbox"/> Increase Salary - Same Grade		<input type="checkbox"/> Deletion of a Position	
	<input type="checkbox"/> Reassignment		<input type="checkbox"/> Annual Budget Request		<input type="checkbox"/> Increase Salary - Different Grade		<input type="checkbox"/> Other:	
	<input type="checkbox"/> Safety Position		Grant-funded position and is therefore, subject to the availability of said grant funding. Should that grant funding become unavailable at any point during a budget cycle for any reason (e.g., loss of grant, decrease in funding, elimination of grant program, etc.), the position is subject to elimination regardless of department or County policy.					
	FUTURE ONE TIME SUPPLEMENT to be paid out AFTER the completion of a specific project (all applicable taxes will be withheld from Supplement)					Date:	Amt: \$	
Psn #	Current Title	Grade/Step	Budgeted Annual/Biweekly/Hourly Amount	Psn #	Requested Title	Grade/Step Request	Requested Annual/Biweekly/Hourly Amount	Total Salary Change Requested
1292000001	Collections Manager	18G	1991.13		Special Projects Manager	18G	1991.13	0
Current Fund, Cost Center, & Object Code Numbers		Current Percentages (Indicate if Charged to Acct #'s)		Requested Fund, Cost Center, & Object Code Numbers		Requested Percentages (Indicate if Charged to Multiple Acct #'s)		Employee Type (Indicate in the Appropriate Field: FTBE, PTNH, etc.)
1101-129200-5100000		100						Full Time 30+ X
								Half Time 20-29
								Part Time 1-19
Indicate the Calendar Code:				X	40NORMAL		20NORMAL	86NORMAL
Indicate the Emergency Preparedness Tier Level:					1		2	3
Requested Allowances and Contributions (such as Cell Phone, Auto, Certification Pay, Longevity):				Exempt? (yes/no) Subject to HR Approval: Moving from non-exempt to exempt? (yes/no) If so, will receive payout of comp time.				No
Detailed Reason for Request: (Increased Job Duties, Demotion for Performance, Merit Increase, etc.) Feel free to attach other supporting documents)								
If requesting a new position or change in grade or title, please attach a job description.								
Department Head Signature:		Jennifer Krupa				Date: 11/30/2016		
Department Head Name Print:		Jennifer Krupa for Julie Diaz						
** OR for Grant Funded positions, list current Salary Contact Sr. Budget Analyst for details								
Incomplete forms or forms without supporting job descriptions will be returned to Department Heads								
DO NOT share requests with Impacted Individuals until after the approval process								

Personnel Adjustment Request

Complete a separate form for each personnel request. Fill in all applicable shaded areas.

Requested Effective Date: 12/7/16		Court Sponsor: (Required for Court Agenda Item)		Judge Mark Henry for 12/6/16 Agenda					
Manager Name:		EID#	Employee Name or VACANT:		Vacant				
Fund No:	Department Name: Collections Office		Today's Date: 11/30/2016						
Cost Center No:	Division Name:		Department Head: Gregory Rikard						
Check all which apply:	<input type="checkbox"/> Appointment		<input type="checkbox"/> Change of Title		<input type="checkbox"/> Decrease in Salary - Same Grade				
	<input type="checkbox"/> Promotion		<input type="checkbox"/> Career Ladder		<input checked="" type="checkbox"/> Decrease in Salary - Different Grade				
	<input type="checkbox"/> Transfer		<input type="checkbox"/> Account# Change		<input type="checkbox"/> Increase Salary - Same Grade				
	<input type="checkbox"/> Reassignment		<input type="checkbox"/> Annual Budget Request		<input type="checkbox"/> Increase Salary - Different Grade				
	<input type="checkbox"/> Safety Position		<input type="checkbox"/> No Change in Salary - Different Grade <input checked="" type="checkbox"/> Addition of a Position <input type="checkbox"/> Deletion of a Position <input type="checkbox"/> Other:						
	<input type="checkbox"/> FUTURE ONE TIME SUPPLEMENT to be paid out AFTER the completion of a specific project (all applicable taxes will be withheld from Supplement)					<input type="checkbox"/> Grant-funded position and is; therefore, subject to the availability of said grant funding. Should that grant funding become unavailable at any point during a budget cycle for any reason (e.g., loss of grant, decrease in funding, elimination of grant program, etc.), the position is subject to elimination regardless of department or County policy.			
Psn #	Current Title	Grade/Step	Budgeted Annual/Biweekly/Hourly Amount	Psn #	Requested Title	Grade/Step Request	Requested Annual/Biweekly/Hourly Amount	Total Salary Change Requested	
					Collections Clerk	12a	33,192	33,192	
Current Fund, Cost Center, & Object Code Numbers		Current Percentages (Indicate If Charged to Acct #'s)		Requested Fund, Cost Center, & Object Code Numbers		Requested Percentages (Indicate If Charged to Multiple Acct #'s)		Employee Type (Indicate in the Appropriate Field: FTBE, PTNH, etc.)	
				1101-129200-5100000		100%		Full Time 30+ X	
								Half Time 20-29	
								Part Time 1-19	
Indicate the Calendar Code:			X	40NORMAL	20NORMAL	86NORMAL	Other:		
Indicate the Emergency Preparedness Tier Level:			1	2	3	X	4		
Requested Allowances and Contributions (such as Cell Phone, Auto, Certification Pay, Longevity):						Exempt? (yes/no)		No	
						Subject to HR Approval:			
						Moving from non-exempt to exempt? (yes/no)			
						If so, will receive payout of comp time.			
Detailed Reason for Request: (Increased Job Duties, Demotion for Performance, Merit Increase, etc.) Feel free to attach other supporting documents)									
If requesting a new position or change in grade or title, please attach a job description.									
Department Head Signature:						Date:		11/30/2016	
Department Head Name Print:		Greg Rikard							
** OR for Grant Funded positions, list current Salary Contact Sr. Budget Analyst for details									
Incomplete forms or forms without supporting job descriptions will be returned to Department Heads									
DO NOT share requests with impacted individuals until after the approval process									

AGENDA ITEM #23.a.



Constable Rick Sharp

Galveston County Precinct 1

P.O. Box 8327, Bacliff, Texas 77518
Office: 281.316.8806

November 29, 2016

David Delac, Finance Director
722 Moody Street 3rd Floor
Galveston County, Texas 77550

Dear Mr. Delac,

Deputy Richard Johnson is a Master Peace Officer with over Twenty Five years of TCOLE recognized Law Enforcement Experience and Knowledge in both Criminal and Civil Law.

Deputy Johnson has been a reserve deputy with this agency for approximately four years, in this time Richard provides leadership by example by respect, integrity, professionalism, and open communication with the public and employees of Galveston County on a daily basis. Deputy Johnson has given numerous weekends to the citizens of Galveston County as a reserve protecting their property and their families, assisted with the serving of civil papers, child support papers, subpoenas and writs as needed. Deputy Johnson has assisted the Sheriff's Department, Emergency Medical Services and municipal agencies when needed.

Based on Deputy Johnson's years of experience and knowledge of both Criminal and Civil Law, I am requesting a probationary waiver from the Court as outlined in HR Policy Manual # E. I am requesting that Deputy Johnson current salary be changed from a Probationary Deputy to a Deputy IV as outlined in the Sheriff's/Constable's Career Ladder Program.

Your consideration and assistance would be greatly appreciated in this matter. If you have any questions, please feel free to contact me.

A handwritten signature in blue ink that reads "R. Sharp, Const. 11/16".

Respectfully,

Rick Sharp, Constable

AGENDA ITEM #24.a.

State of Texas

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County of Galveston

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**Limited Purpose Permit for Use of Specified Areas within County Facilities:
1915 Ball Street (the former Galveston County Jail) and 722 Moody**

Applicant: Cineflix (The Eleven), Inc.
110 Spadina Avenue, Suite 400
Toronto Ontario m5v2k4
Canada
Phone (416) 531-2500
Facsimile (416) 504-7545

Applicant's Project:

1. Access, Duration, Purpose.

- Applicant is hereby granted access to the following County facilities:

The floor labelled as the 3rd floor (actually 5th or 6th) of the former Galveston County Jail, located at 1915 Ball Street in the City of Galveston, the lobby at 722 Moody, the exterior steps and outside areas adjacent to the exterior steps at 722 Moody, and the Facilities Director's office (collectively, the "Premises") on December 7, 2016 between the hours of 10:00 a.m. and 5:00 p.m.; and

The floor labelled as the 3rd floor (actually 5th or 6th) of the former Galveston County Jail, located at 1915 Ball Street in the City of Galveston on December 7, 2016 between the hours of 5:00 p.m. and 9:00 p.m.

- Such use is for the limited purpose of photographing and recording scenes for a motion-picture/documentary about unsolved murders occurring in the 1970s, with the right to exhibit and license others to exhibit all or any part of said scenes in motion pictures throughout the world and in perpetuity.
- Such use includes the right to bring personnel and equipment (including props and temporary sets) onto Premises; provided however, that Applicant shall remove the same therefrom after completion of its work, or by 9:00 p.m. on said December 7, 2016, whichever comes earlier. Applicant warrants that it shall leave the Premises in the same condition as, or better than, when Applicant entered the Premises.

[Handwritten signature]

- Said date and time of permission, December 7, 2016 between the hours of 10:00 a.m. and 9:00 p.m. is subject to change in case of changes in production schedule or weather conditions; provided however, that such duration of use shall not be longer than eleven (11) hours.
 - Applicant agrees that its use of Premises is limited to the purpose described above. Any other use of the Premises will automatically revoke this Permit. Applicant's use of the Premises shall be without cost or expense to Galveston County.
 - In consideration of its use, Applicant shall remit payment to Galveston County of three hundred dollars (\$300.00); and, Applicant agrees that, pending broadcaster approval, the resulting documentary shall include a credit to the County of Galveston in thank you for the use of the premises.
 - This Permit is granted exclusively to Applicant. It is Applicant's responsibility to notify any of its employees, officers, owners, members, partners, agents, affiliates, representatives, associates, contractors, or subcontractors of the terms and conditions of this Permit. If Applicant allows third parties other than those named herein onto Premises, then it is also Applicant's responsibility to notify such third parties of the terms and conditions of this Permit. It is Applicant's responsibility to ensure that any person or entities performing services on the Premises shall abide by the conditions of this Permit.
2. Applicant shall be responsible for any damage to the Premises occasioned by Applicant's use of the Premises, including acts and/or omissions, whether caused by any of its employees, officers, owners, members, partners, agents, affiliates, representatives, associates, contractors, or subcontractors, or by third parties.
 3. Insurance. Applicant shall not enter upon said Premises or otherwise commence any activities under this Permit until it has obtained all insurance required herein and provided written proof as required herein. Applicant shall obtain and maintain commercial general liability insurance, including bodily injury and property damage coverage, with combined single limits of \$1,000,000 or as may be required by State or Federal law, whichever is greater. Such insurance must be issued by a casualty company authorized to do business in the State of Texas. The County of Galveston shall be named as an additional insured on the commercial general liability insurance policy. Applicant shall provide proof of same to Galveston County by providing a Certificate of Liability Insurance to the Director of the Galveston County Facilities Department. The insurance required herein shall be on an occurrence basis. All policies of insurance must waive any and all rights of subrogation against Galveston County, its officials, employees, and agents.



4. Worker's Compensation. Applicant represents and warrants that it carries in full force and effect Worker's Compensation Insurance Policy(ies) if it has more than one employee, for all of its employees, including full time, part time, and emergency employees employed by Applicant.
5. No Warranty of Suitability and Assumption of Risk. Galveston County does not warrant in any manner that any portion of the Premises is suitable for the permitted purpose. Further, the Premises has been vacant for at least nine (9) years and may not have been maintained. The current condition of the Premises, including air quality, may be unsafe. Applicant's access to, egress from, and any other use of the Premises is at its' own risk. Applicant agrees that Galveston County has no responsibility to protect or safeguard Applicant, its employees, officers, agents, or other persons using the Premises at the direction of Applicant.
6. **Applicant agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless the County of Galveston, its officials, employees, and agents from, any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney fees for the defense therewith, on account of the loss of life, property, or injury or damage to the person or property arising out of or occasioned by the act or omission of Applicant, its employees or agents, in its access to, egress from, or use of the Premises.**
7. Applicant represents and warrants that the individual executing this Permit on its behalf has the legal authority to do so and to bind the Applicant to all terms and conditions herein.
8. This Permit shall be governed by the laws of the State of Texas. Venue for any action related to or arising from this Permit shall lie exclusively in a court of competent jurisdiction located in Galveston County, Texas. Further, Applicant represents and warrants that it registered with the Secretary of State of the State of Texas and authorized to do business in the State of Texas, or that it qualifies for and is exempt from such requirement in accordance with the laws of the State of Texas.

****Signature Page Follows this Page****

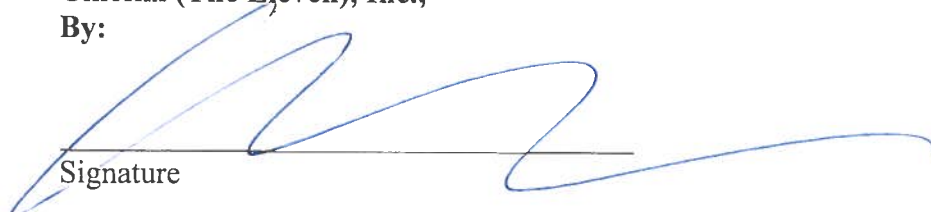
The Remainder of this Page is Intentionally Left Blank

A handwritten signature in black ink, consisting of several overlapping, stylized strokes, located in the bottom right corner of the page.

The foregoing Limited Purpose Permit is hereby **Agreed to** and **Executed by** the Parties hereto, each respective Party acting by and through its duly authorized official, as required by law, in duplicate counterparts, each of which shall be deemed to be an original.

Cineflix (The Eleven), Inc.,

By:



Signature

Tara Anderson, Production Manager

Printed Name and Title of Signatory Above

NOVEMBER 30 / 2016

Date Signed

Galveston County, Texas,

By:

Mark Henry, County Judge

Date Signed

Attest:

Dwight Sullivan,
Galveston County Clerk

State of Texas

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County of Galveston

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**Limited Purpose Permit for Use of Specified Areas within County Facilities:
1915 Ball Street (the former Galveston County Jail) and 722 Moody**

Applicant: Cineflix (The Eleven), Inc.
110 Spadina Avenue, Suite 400
Toronto Ontario m5v2k4
Canada
Phone (416) 531-2500
Facsimile (416) 504-7545

603 

Applicant's Project:

1. Access, Duration, Purpose.

- Applicant is hereby granted access to the following County facilities:

The floor labelled as the 3rd floor (actually 5th or 6th) of the former Galveston County Jail, located at 1915 Ball Street in the City of Galveston, the lobby at 722 Moody, the exterior steps and outside areas adjacent to the exterior steps at 722 Moody, and the Facilities Director's office (collectively, the "Premises") on December 7, 2016 between the hours of 10:00 a.m. and 5:00 p.m.; and

The floor labelled as the 3rd floor (actually 5th or 6th) of the former Galveston County Jail, located at 1915 Ball Street in the City of Galveston on December 7, 2016 between the hours of 5:00 p.m. and 9:00 p.m.

- Such use is for the limited purpose of photographing and recording scenes for a motion-picture/documentary about unsolved murders occurring in the 1970s, with the right to exhibit and license others to exhibit all or any part of said scenes in motion pictures throughout the world and in perpetuity.
- Such use includes the right to bring personnel and equipment (including props and temporary sets) onto Premises; provided however, that Applicant shall remove the same therefrom after completion of its work, or by 9:00 p.m. on said December 7, 2016, whichever comes earlier. Applicant warrants that it shall leave the Premises in the same condition as, or better than, when Applicant entered the Premises.



- Said date and time of permission, December 7, 2016 between the hours of 10:00 a.m. and 9:00 p.m. is subject to change in case of changes in production schedule or weather conditions; provided however, that such duration of use shall not be longer than eleven (11) hours.
 - Applicant agrees that its use of Premises is limited to the purpose described above. Any other use of the Premises will automatically revoke this Permit. Applicant's use of the Premises shall be without cost or expense to Galveston County.
 - In consideration of its use, Applicant shall remit payment to Galveston County of three hundred dollars (\$300.00); and, Applicant agrees that, pending broadcaster approval, the resulting documentary shall include a credit to the County of Galveston in thank you for the use of the premises.
 - This Permit is granted exclusively to Applicant. It is Applicant's responsibility to notify any of its employees, officers, owners, members, partners, agents, affiliates, representatives, associates, contractors, or subcontractors of the terms and conditions of this Permit. If Applicant allows third parties other than those named herein onto Premises, then it is also Applicant's responsibility to notify such third parties of the terms and conditions of this Permit. It is Applicant's responsibility to ensure that any person or entities performing services on the Premises shall abide by the conditions of this Permit.
2. Applicant shall be responsible for any damage to the Premises occasioned by Applicant's use of the Premises, including acts and/or omissions, whether caused by any of its employees, officers, owners, members, partners, agents, affiliates, representatives, associates, contractors, or subcontractors, or by third parties.
3. Insurance. Applicant shall not enter upon said Premises or otherwise commence any activities under this Permit until it has obtained all insurance required herein and provided written proof as required herein. Applicant shall obtain and maintain commercial general liability insurance, including bodily injury and property damage coverage, with combined single limits of \$1,000,000 or as may be required by State or Federal law, whichever is greater. Such insurance must be issued by a casualty company authorized to do business in the State of Texas. The County of Galveston shall be named as an additional insured on the commercial general liability insurance policy. Applicant shall provide proof of same to Galveston County by providing a Certificate of Liability Insurance to the Director of the Galveston County Facilities Department. The insurance required herein shall be on an occurrence basis. All policies of insurance must waive any and all rights of subrogation against Galveston County, its officials, employees, and agents.



4. Worker's Compensation. Applicant represents and warrants that it carries in full force and effect Worker's Compensation Insurance Policy(ies) if it has more than one employee, for all of its employees, including full time, part time, and emergency employees employed by Applicant.
5. No Warranty of Suitability and Assumption of Risk. Galveston County does not warrant in any manner that any portion of the Premises is suitable for the permitted purpose. Further, the Premises has been vacant for at least nine (9) years and may not have been maintained. The current condition of the Premises, including air quality, may be unsafe. Applicant's access to, egress from, and any other use of the Premises is at its' own risk. Applicant agrees that Galveston County has no responsibility to protect or safeguard Applicant, its employees, officers, agents, or other persons using the Premises at the direction of Applicant.
6. **Applicant agrees to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless the County of Galveston, its officials, employees, and agents from, any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney fees for the defense therewith, on account of the loss of life, property, or injury or damage to the person or property arising out of or occasioned by the act or omission of Applicant, its employees or agents, in its access to, egress from, or use of the Premises.**
7. Applicant represents and warrants that the individual executing this Permit on its behalf has the legal authority to do so and to bind the Applicant to all terms and conditions herein.
8. This Permit shall be governed by the laws of the State of Texas. Venue for any action related to or arising from this Permit shall lie exclusively in a court of competent jurisdiction located in Galveston County, Texas. Further, Applicant represents and warrants that it registered with the Secretary of State of the State of Texas and authorized to do business in the State of Texas, or that it qualifies for and is exempt from such requirement in accordance with the laws of the State of Texas.

****Signature Page Follows this Page****

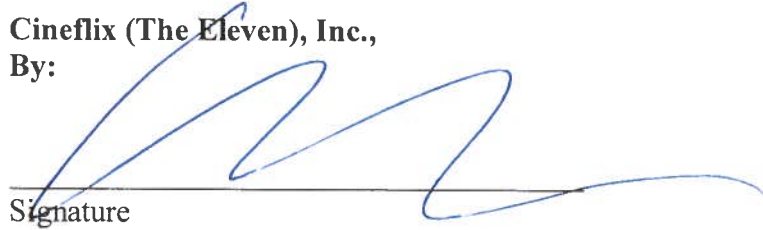
The Remainder of this Page is Intentionally Left Blank

A handwritten signature in black ink, consisting of a stylized 'A' with a vertical line through it and a horizontal line at the bottom.

The foregoing Limited Purpose Permit is hereby **Agreed to** and **Executed by** the Parties hereto, each respective Party acting by and through its duly authorized official, as required by law, in duplicate counterparts, each of which shall be deemed to be an original.

Cineflix (The Eleven), Inc.,

By:



Signature

Tara Anderson, Production Manager

Printed Name and Title of Signatory Above

NOVEMBER 30 / 2016

Date Signed

Galveston County, Texas,

By:

Mark Henry, County Judge

Date Signed

Attest:

Dwight Sullivan,
Galveston County Clerk



AGENDA ITEM #25.b.

COUNTY OF GALVESTON REQUEST FOR BUDGET AMENDMENT/TRANSFER				
Department: Emergency Management Fund			BA 17-046-1206-G	
Date Submitted: November 30, 2016			(Assigned by Budget Office)	
COMMISSIONER'S COURT ACTION: Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.				
GENERAL EXPLANATION:				
Request transfer to the Emergency Management Fund for Motorola Equipment Lease-Purchase Agreement				
This budget amendment does increase the budget for FY 2017				
TRANSFER FROM				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
	See Attached Schedule		-	
TOTAL - Transfer From			\$ -	
TRANSFER TO				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
	See Attached Schedule		-	
TOTAL - Transfer To			\$ -	
ADDITIONAL COMMENTS:				
Departmental Authorization		Date		
Human Resources Department		Date		David M. Delac 11/30/2016
		Budget Office Authorization		Date
AUDITOR'S REVIEW				
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.				
Reviewed by: _____			Date: _____	
Auditor's Remarks:				
COMMISSIONERS COURT APPROVAL				
Date Submitted: _____			Date Approved: _____	

Motorola Equipment Lease-Purchase Agreement

	Account Number	Description	Amount
Transfer From 3100 to 1101	3100-000000-3531001	County Capital Projects Fund Designated for Capital Project	\$ 1,391,000
	3100-921010-5911101	Transfer to General Fund	\$ 1,391,000
	1101-000000-4913100	Transfer from Capital Capital Projects Fund	\$ 1,391,000
	1101-920180-5930000	General Fund Budgeted Reserves	\$ 1,391,000
Transfer From 1101 to 2260	1101-920180-5930000	General Fund Budgeted Reserves	\$ 1,391,000
	1101-921010-5912260	Transfer to Emergency Management Fund	\$ 1,391,000
	2260-000000-4911101	Transfer from General Fund	\$ 1,391,000
	2260-000000-3532001	Emergency Management Unreserved Fund Balance	\$ 1,391,000
	2260-000000-3532001	Emergency Management Unreserved Fund Balance	\$ 1,391,000
	2260-211171-5741000	Equipment	\$ 1,391,000

AGENDA ITEM #25.c.

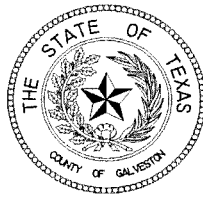
COUNTY OF GALVESTON REQUEST FOR BUDGET AMENDMENT/TRANSFER				
Department:		Professional Services		BA 17-047-1206-H
Date Submitted:		November 16, 2016		(Assigned by Budget Office)
COMMISSIONER'S COURT ACTION: Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.				
GENERAL EXPLANATION:				
Request change in staffing and structure to the Professional Services Department				
This budget amendment does increase the budget for FY 2017				
TRANSFER FROM				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
			-	
TOTAL - Transfer From			\$ -	
TRANSFER TO				Auditor Use Only Account Balance Sufficient (Y/N)
Fund	Department	Line Item:	Amount	
			-	
TOTAL - Transfer To			\$ -	
ADDITIONAL COMMENTS:				
Departmental Authorization		Date		
Human Resources Department		Date		David M. Delac 11/30/2016
		Budget Office Authorization		Date
AUDITOR'S REVIEW				
This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.				
Reviewed by: _____			Date: _____	
Auditor's Remarks:				
COMMISSIONERS COURT APPROVAL				
Date Submitted: _____			Date Approved: _____	

AGENDA ITEM #25.d.

Galveston County
Scoring of Responses
Request for Qualifications for Underwriters

	Firm	TX Underwriting Experience Sr. Mgr. (15 Points)	TX Underwriting Experience Co-Mgr. (15 Points)	Institutional Sales Personnel (15 Points)	Retail Sales Personnel (15 Points)	TX Locations/ TX Employees (20 Points)	Previous Proposals (20 Points)	Total Points
1	Raymond James	15	15	15	15	20	15	95
2	RBC	13	13	10	13	15	18	82
3	BOK	11	10	8	8	17	17	71
4	Hilltop Securities	10	8	8	12	16	12	66
5	Piper Jaffray	12	11	6	9	12	15	65
6	Coastal	6	7	7	7	13	20	60
7	Oppenheimer	4	3	7	13	10	13	50
8	Estrada	5	9	3	0	14	17	48
9	SAMCO	8	7	6	6	18	0	45
9	Siebert	7	12	5	0	9	12	45
11	Stephens	3	4	11	11	8	0	37
12	William Blair	9	5	5	5	9	0	33

AGENDA ITEM #26.a.1.



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

November 30, 2016

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

RE: RFP #B171001, Galveston County Stop Loss for 2017

Gentlemen,

On November 17, 2016, proposals were received as a result of a reverse auction process utilizing the IBX online system for RFP #B171001, Galveston County Stop Loss for 2017. Eight (8) companies responded with offers and were evaluated.

It is requested that the proposal received from Fidelity Security with a quoted deductible of \$300,000 and an estimated premium of \$744,036, be considered for acceptance per the analysis performed by Patrick E. Owens.

A copy of the analysis is attached for your perusal.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink that reads "Rufus Crowder" followed by a small "r.d." in superscript.

Rufus Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

OWENS RISK MANAGEMENT SERVICES, INC.

November 30, 2016

Mr. Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody - 5th Floor
Galveston, Texas 77550

Re: 2017 Medical Stop Loss Insurance Recommendation

Dear Mr. Crowder:

We began marketing the County's stop loss insurance on November 3rd, 2016 by way of the IBX online system with a response deadline of November 23rd. The results of the request for proposal process are as follows:

- Twenty (20) insurance companies either requested to participate or were solicited to participate, in addition to the County's standard advertisement process.
- Eight (8) responded with offers (See attached spreadsheet.)
- Ten (10) declined to quote due to non-competitiveness.
- Two (2) were non-responsive.

My recommendation is that we move from the incumbent carrier, Westport/SwissRe and accept the Fidelity Security \$300,000 Specific Deductible quote. With an estimated annual premium of \$744,036, increasing the deductible from \$275,000 to \$300,000 reduces the premium by \$73,398. I am recommending this increase in the specific deductible as our current Trigger Diagnosis and Large Claim activity indicates the potential for a lower frequency of large claims in the upcoming year. The Fidelity Security quote contains no Lasers (separate deductibles/high risk) on any plan participants. (Renewing with the incumbent carrier would have resulted in a \$400,000 laser on one claimant.)

The aggregate insurance is provided by Aetna which is provided in conjunction with your Provider Network Contract. The estimated annual premium for January 1, 2017 through December 31, 2017 is \$58,140, which reflects an increase of \$2,305 over current.

The following table provides a nine-year review of the performance of our specific stop loss coverage.

Year	Specific Premium	Reimbursements
2008	\$603,000	\$863,000
2009	\$623,000	\$841,000
2010	\$635,000	\$173,000
2011	\$598,000	\$1,592,000
2012	\$626,078	\$305,397
2013	\$531,004	\$488,598
2014	\$659,026	\$936,018
2015	\$768,189	\$-0-
2016*	\$789,405	\$183,780
Total	\$5,832,702	\$5,382,793

*Through November 2016

Please let me know if any additional information is needed. Otherwise, pending Court approval, we will move forward with the disclosure process and transition to the new carrier.

Sincerely,

Patrick E. Owens

RFP #B17001 Galveston County Stop Loss 2017

Final Pricing Phase Results - 11.30.16

Number of Employee Lives

Single:	875
Family:	570

	CURRENT: Westport/Swiss Re & Aetna	RENEWAL: Westport/Swiss Re & Aetna	Fidelity Security	PartnerRe	HCC
1. \$275,000 Deductible					
SPECIFIC PREMIUMS					
Single Rate	\$27.79	\$29.39	\$30.24	\$33.68	\$24.67
Family Rate	\$72.75	\$76.94	\$73.09	\$82.54	\$87.78
Annual Premium	\$789,405	\$834,854	\$817,434	\$918,246	\$859,432
Difference		\$45,449	\$28,029	\$128,841	\$70,027
AGGREGATE PREMIUMS					
Rate	\$3.22	\$3.32	\$3.32	\$3.32	\$3.32
Annual Premium	\$55,835	\$57,528	\$57,528	\$57,528	\$57,528
Difference		\$1,693	\$1,693	\$1,693	\$1,693
AGGREGATE COVERAGE					
Aggregate Factor	\$769.27	\$789.69	\$789.69	\$789.69	\$789.69
Annual Attachment Point	\$13,339,142	\$13,693,225	\$13,693,225	\$13,693,225	\$13,693,225
Difference		\$354,083	\$354,083	\$354,083	\$354,083
2. \$300,000 Deductible					
SPECIFIC PREMIUMS					
Single Rate	\$27.79	\$26.86	\$27.68	\$30.65	\$22.68
Family Rate	\$72.75	\$76.21	\$66.28	\$75.09	\$81.42
Annual Premium	\$789,405	\$803,306	\$744,036	\$835,438	\$795,102
Difference		\$13,901	(\$45,369)	\$46,033	\$5,697
AGGREGATE PREMIUMS					
Rate	\$3.22	\$3.35	\$3.35	\$3.35	\$3.35
Annual Premium	\$55,835	\$58,140	\$58,140	\$58,140	\$58,140
Difference		\$2,305	\$2,305	\$2,305	\$2,305
AGGREGATE COVERAGE					
Aggregate Factor	\$769.27	\$797.75	\$797.75	\$797.75	\$797.75
Annual Attachment Point	\$13,339,142	\$13,832,985	\$13,832,985	\$13,832,985	\$13,832,985
Difference		\$493,843	\$493,843	\$493,843	\$493,843
3. \$325,000 Deductible					
SPECIFIC PREMIUMS					
Single Rate	\$27.79	\$26.54	\$25.61	\$27.82	\$21.34
Family Rate	\$72.75	\$69.48	\$60.79	\$68.14	\$76.53
Annual Premium	\$789,405	\$753,942	\$684,715	\$758,233	\$747,544
Difference		(\$35,463)	(\$104,690)	(\$31,172)	(\$41,861)
AGGREGATE PREMIUMS					
Rate	\$3.22	\$3.38	\$3.38	\$3.38	\$3.38
Annual Premium	\$55,835	\$58,548	\$58,548	\$58,548	\$58,548
Difference		\$2,713	\$2,713	\$2,713	\$2,713
AGGREGATE COVERAGE					
Aggregate Factor	\$769.27	\$803.20	\$803.20	\$803.20	\$803.20
Annual Attachment Point	\$13,339,142	\$13,927,488	\$13,927,488	\$13,927,488	\$13,927,488
Difference		\$588,346	\$588,346	\$588,346	\$588,346
Lasers:		(1) \$400,000	None	TBD	TBD

SUMMARY OF OPTIONS:

Option 1 - \$275,000 Specific					
Total Fixed Costs	\$845,240	\$892,382	\$874,962	\$975,774	\$916,960
Difference		\$47,142	\$29,723	\$130,535	\$71,720
Estimated Attachment	\$13,339,142	\$13,693,225	\$13,693,225	\$13,693,225	\$13,693,225
Difference		\$354,083	\$354,083	\$354,083	\$354,083
Option 2 - \$300,000 Specific					
Total Fixed Costs	\$845,240	\$861,446	\$802,176	\$893,578	\$853,242
Difference		\$16,206	(\$43,064)	\$48,338	\$8,002
Estimated Attachment	\$13,339,142	\$13,832,985	\$13,832,985	\$13,832,985	\$13,832,985
Difference		\$493,843	\$493,843	\$493,843	\$493,843
Option 3 - \$325,000 Specific					
Total Fixed Costs	\$845,240	\$812,490	\$743,263	\$816,781	\$806,092
Difference		(\$32,750)	(\$101,977)	(\$28,459)	(\$39,148)
Estimated Attachment	\$13,339,142	\$13,927,488	\$13,927,488	\$13,927,488	\$13,927,488
Difference		\$588,346	\$588,346	\$588,346	\$588,346

NOTES:

*Aggregate coverage must be provided through Aetna in order to continue access to the Aetna PPO network.

RFP #B17001 Galveston County Stop Loss 2017

Final Pricing Phase Results - 11.30.16

Number of Employee Lives

Single:	875
Family:	570

	CURRENT: Westport/Swiss Re & Aetna	American Fidelity	HM Insurance	Sutton Special Risk	Aetna
1. \$275,000 Deductible					
SPECIFIC PREMIUMS					
Single Rate	\$27.79	\$34.31	\$34.84	\$36.73	Did not quote
Family Rate	\$72.75	\$93.71	\$94.91	\$84.22	
Annual Premium	\$789,405	\$1,001,160	\$1,014,927	\$961,748	
Difference		\$211,755	\$225,522	\$172,343	
AGGREGATE PREMIUMS					
Rate	\$3.22	\$3.32	\$3.32	\$3.32	\$3.32
Annual Premium	\$55,835	\$57,528	\$57,528	\$57,528	\$57,528
Difference		\$1,693	\$1,693	\$1,693	\$1,693
AGGREGATE COVERAGE					
Aggregate Factor	\$769.27	\$789.69	\$789.69	\$789.69	\$789.69
Annual Attachment Point	\$13,339,142	\$13,693,225	\$13,693,225	\$13,693,225	\$13,693,225
Difference		\$354,083	\$354,083	\$354,083	\$354,083
2. \$300,000 Deductible					
SPECIFIC PREMIUMS					
Single Rate	\$27.79	\$30.22	\$31.49	\$32.44	Did not quote
Family Rate	\$72.75	\$82.69	\$86.91	\$72.98	
Annual Premium	\$789,405	\$882,975	\$925,124	\$839,730	
Difference		\$93,570	\$135,719	\$50,325	
AGGREGATE PREMIUMS					
Rate	\$3.22	\$3.35	\$3.35	\$3.35	\$3.35
Annual Premium	\$55,835	\$58,140	\$58,140	\$58,140	\$58,140
Difference		\$2,305	\$2,305	\$2,305	\$2,305
AGGREGATE COVERAGE					
Aggregate Factor	\$769.27	\$797.75	\$797.75	\$797.75	\$797.75
Annual Attachment Point	\$13,339,142	\$13,832,985	\$13,832,985	\$13,832,985	\$13,832,985
Difference		\$493,843	\$493,843	\$493,843	\$493,843
3. \$325,000 Deductible					
SPECIFIC PREMIUMS					
Single Rate	\$27.79	\$27.28	\$28.33	\$30.41	Did not quote
Family Rate	\$72.75	\$74.82	\$79.14	\$67.69	
Annual Premium	\$789,405	\$798,258	\$838,784	\$782,351	
Difference		\$8,853	\$49,379	(\$7,054)	
AGGREGATE PREMIUMS					
Rate	\$3.22	\$3.38	\$3.38	\$3.38	\$3.38
Annual Premium	\$55,835	\$58,548	\$58,548	\$58,548	\$58,548
Difference		\$2,713	\$2,713	\$2,713	\$2,713
AGGREGATE COVERAGE					
Aggregate Factor	\$769.27	\$803.20	\$803.20	\$803.20	\$803.20
Annual Attachment Point	\$13,339,142	\$13,927,488	\$13,927,488	\$13,927,488	\$13,927,488
Difference		\$588,346	\$588,346	\$588,346	\$588,346

Lasers:

TBD

TBD

TBD

SUMMARY OF OPTIONS:

Option 1 - \$275,000 Specific

Total Fixed Costs	\$845,240	\$1,058,688	\$1,072,455	\$1,019,276	\$57,528
Difference		\$213,448	\$227,215	\$174,036	(\$787,712)
Estimated Attachment	\$13,339,142	\$13,693,225	\$13,693,225	\$13,693,225	\$13,693,225
Difference		\$354,083	\$354,083	\$354,083	\$354,083

Option 2 - \$300,000 Specific

Total Fixed Costs	\$845,240	\$941,115	\$983,264	\$897,870	\$58,140
Difference		\$95,875	\$138,025	\$52,630	(\$787,100)
Estimated Attachment	\$13,339,142	\$13,832,985	\$13,832,985	\$13,832,985	\$13,832,985
Difference		\$493,843	\$493,843	\$493,843	\$493,843

Option 3 - \$325,000 Specific

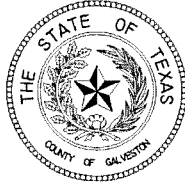
Total Fixed Costs	\$845,240	\$856,806	\$897,332	\$840,899	\$58,548
Difference		\$11,566	\$52,093	(\$4,341)	(\$786,692)
Estimated Attachment	\$13,339,142	\$13,927,488	\$13,927,488	\$13,927,488	\$13,927,488
Difference		\$588,346	\$588,346	\$588,346	\$588,346

NOTES:

*Aggregate coverage must be provided through Aetna in order to

[SEE FRONT PAGE FOR COMPLETE NOTES]

AGENDA ITEM #26.a.2.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

November 30, 2016

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

**Re: RFQ #B161022 Pelican Island Bridge
Contract #CM17031**

Gentlemen,

On November 10, 2016, qualifications were opened for RFQ #B161022 Pelican Island Bridge, at which time seven (7) qualifications were received from the following companies:

- | | |
|--------------------------------------|----------------|
| • Dannenbaum Engineering Corp. | Houston, TX |
| • Hatch Associates Consultants, Inc. | Houston, TX |
| • LEO A Daly Company | |
| dba Lockwood, Andrews & Newman, Inc. | Houston, TX |
| • Atkins North American, Inc. | Austin, TX |
| • Binkley & Barfield, Inc. | Houston, TX |
| • HDR Engineering, Inc. | Houston, TX |
| • Freese and Nichols, Inc. | Fort Worth, TX |

All qualification submittals were thoroughly reviewed by the evaluation committee and it is requested that authorization be granted to enter into contract negotiations with the highest rated company.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus Crowder ^{rd.}

Rufus Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

AGENDA ITEM #27.a.



**GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 11/03/2016		2. Contract Type: <u>Expense</u> Revenue Other		3. Renewal Contract: Yes <u>No</u>			
4. Department Name: Sheriff's Office				5. Department Contact: M. IHDE x6030			
6. Description: Motorola Equipment (Radio/Software/Accessories) Lease - Purchase Agreement							
7. IFAS PEID No: 134056		8. IFAS Req No:		9. Orgkey: <u>2360211171</u> -1101110000		10. Object Code: <u>5741000</u> -211121	
11. Vendor: <u>Motorola</u>				12. Vendor Contract No: 24034			
13. Requested Legal Review: ? <u>Yes</u> No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Radio Equipment		\$1,390,887.00					
22. Totals:		1,390,887	-	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: <u>12/1/16</u>		Auto Renewal Contract: Yes <u>No</u>		Bid No: <u>N/A</u>			
Contract End Date: <u>12/1/19</u>		Contract # Issued By Purchasing: <u>CM17055</u>					

* No HB1295

Approved By:	Signature	Date
Department Head:		
Purchasing Agent:		11-4-16
County Legal:		11/14/2016
Contract listed in Budget Documentation: YES NO		
County Budget Office:		11/30/16
Budget Available and Funds are/will be Available: <u>YES</u> NO		
County Auditor:		11/30/16

* Bt to be prepared
& discussed during
Workshop.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Motorola Solutions, Inc.
Houston, TX United States

Certificate Number:
2016-132894

Date Filed:
11/04/2016

Date Acknowledged:

11/14/16

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Galveston County

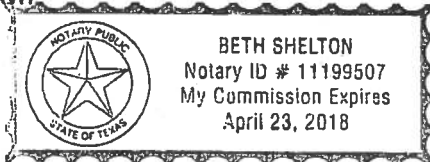
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RA0515NOV16
Communications Equipment and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Richard P Russek, this the 4 day of Nov, 2016, to certify which, witness my hand and seal of office.

Beth Shelton

Signature of officer administering oath

Beth Shelton

Printed name of officer administering oath

Notary

Title of officer administering oath



MOTOROLA SOLUTIONS

November 1, 2016

**Galveston County
722 21st Street
Galveston TX 77550**

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24034 are valid for contracts that are executed and returned to Motorola on or before **November 25, 2016**. It is acceptable to scan and email to bill.stancik@motorolasolutions.com. Originals should be sent overnight to the address listed below.

After **November 25, 2016** the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions, Inc.
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in black ink, appearing to read 'Bill Stancik', written over a horizontal line.

MOTOROLA SOLUTIONS, INC.
Bill Stancik



MOTOROLA SOLUTIONS

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address Galveston County
722 Moody
Galveston, Tx 77550
Attention: Accounts Payable
Phone: _____
2. Lessee County Location: Galveston County Sheriff's Office
3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address Lt. Margo Inde
601 54th St
Galveston, Tx 77550
Phone: 409-770-6030
Fax: 409-766-2261
7. Payment remit to address: **Motorola Credit Corp.**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24034

LESSEE:

Galveston County
722 21st Street
Galveston TX 77550

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Subject to the Texas Prompt Pay Act, any payments received later than thirty (30) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own the equipment. The Lessee and those volunteer fire departments located in Galveston County that are engaged in those public safety activities for which they are incorporated, will be the only entities to use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon delivery of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its

obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees or the volunteer fire departments located in Galveston County. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for thirty (30) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of November, 2016

LESSEE:

LESSOR:

GALVESTON COUNTY

MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Title: _____

Title: _____

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement #24034 dated November ____, 2016 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law.

Attorney for **GALVESTON COUNTY**

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 24034
Lease Number:**

This Equipment Schedule dated as of November _____, 2016 is being executed by MOTOROLA SOLUTIONS, INC. ("Lessor") and GALVESTON COUNTY (Lessee"), as a supplement to, and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 24034 dated as of November _____, 2016 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: TX	

Initial Term: 36 Months Commencement Date: 12/1/2016
First Payment Due Date: 12/1/2018

2 annual payments of \$695,443.50 as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:

GALVESTON COUNTY

By: _____

Title: _____

LESSOR:

Motorola Solutions, Inc.

By: _____

Title: _____

Customer: Galveston County
System: APX Unit Upgrade
Date: November 1, 2016
HGAC Contract: # RA05-15

Item	Qty	Model	Description	TXWARN H-GAC	Extended HGAC	Total
APX 6000 Portable 7/800MHz						
<i>Replace all M series Portables</i>						
1	180	H98UCF9PW6 N	APX6000 700/800 MODEL 2.5 PORTABLE	\$		
1a	180	Q806	ADD: ASTRO DIGITAL CAI OPERATION	incl	2,596.00 \$	467,280.00
1b	180	H38	ADD: SMARTZONE OPERATION	incl		
1c	180	Q361	ADD: P25 9600 BAUD TRUNKING	incl		
1d	180	QA00580	ADD: TDMA OPERATION	incl		
1e	180	G996	ADD: PROGRAMMING OVER P25 (OTAP)	incl		
1f	180	Q947	ADD: RADIO PACKET DATA	incl		
1g	180	QA01767	ADD: LINK LAYER RADIO AUTHENTICATION	incl		
1h	180	QA01648	ADD: ADVANCED SYSTEM KEY	incl		
1i	65	Q629	ENH: AES ENCRYPTION/MULTI-KEY	incl	500.00 \$	32,500.00
1j	180	H885BK	ADD: 2 YR REPAIR SERVICE ADVANTAGE(3YR TOTAL)	incl		\$ 499,780.00
Accessories						
2	180	WPLN7080	IMPRES SINGLE UNIT CHARGER		93.75 \$	16,875.00
3	180	PMMN4062A	REMOTE SPEAKER MIC, NOISE CANCELLING		80.25 \$	14,445.00
4	300	PMN4403	APX6000 BATTERY 2150 mah, IP67		93.75 \$	28,125.00
5	180	NAR6595A	ANT 1/4 WAVE 7/800 STUBBY		23.20 \$	4,176.00
6	8	NNTN7065B	IMPRES MULTI UNIT CHARGER US/NA/CA/LA		591.00 \$	4,728.00
APX 4000 Portable 7/800MHz						
<i>Replace all X-Series Portables- Non Public Safety</i>						
7	300	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE	\$	1,829.00 \$	548,700.00
7a	300	QA02756	ADD: 9600 TRUNKING OR 3600 DIGITAL TRUNKING	incl		
7b	300	QA01648	ADD: ADVANCED SYSTEM KEY	incl		
7c	300	QA00580	ADD: TDMA OPERATION	incl		
7d	300	G996	ADD: PROGRAMMING OVER P25 (OTAP)	incl		
7e	300	Q947	ADD: RADIO PACKET DATA	incl		
7f	300	QA01767	ADD: LINK LAYER RADIO AUTHENTICATION	incl		
7g	300	H885BK	ADD: 3 YEAR SERVICE FROM THE START	incl		
7h	300	H449	ADD: RUGGED OPTION DELTA T, (SUBMERSIBLE 2HRS, 2METERS)		187.50 \$	56,250.00
Accessories						
						\$ 604,950.00

Galveston County (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 0.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/1/2016	\$ 1,390,887.00	1		
2 Payment	12/1/2018	\$ 695,443.50	2	Annual	12/1/2019

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 12/1/2016				\$ 1,390,887.00
1 12/1/2018	\$ 695,443.50	\$ -	\$ 695,443.50	\$ 695,443.50
2 12/1/2019	\$ 695,443.50	\$ -	\$ 695,443.50	\$ -
Grand Totals	\$ 1,390,887.00	\$ -	\$ 1,390,887.00	

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$1,314,427.79 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.29%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$1,390,887.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE:

GALVESTON COUNTY

LESSOR:

Motorola Solutions, Inc.

By:

Title:

Date: November _____, 2016

By: _____

Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Signature of Secretary/Clerk)
appointed and acting Secretary or Clerk of the **GALVESTON COUNTY**, an entity duly organized and existing
under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the date
hereof, the individuals named below are the duly elected or appointed officers of such entity holding offices set
forth opposite of their respective names. I further certify that (i) the signatures set opposite their respective
names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of such
entity to enter into that certain Equipment Lease Purchase Agreement number **24034** dated November _____,
2016 and Schedule A number **24034** dated November _____, 2016, between **GALVESTON COUNTY** and
Motorola Solutions, Inc. .

Name

Title

Signature

(Individual who signed Lease documents should be listed here and sign where applicable)

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **GALVESTON COUNTY**,
hereto this _____ day of November, 2016.

By:

(Signature of Secretary/Clerk)

SEAL

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24034 dated November _____, 2016 to that certain Equipment Lease Purchase Agreement number 24034 dated November _____, 2016 will be maintained by the **GALVESTON COUNTY** as stated in the Equipment Lease Purchase Agreement.

This insurance shall name **MOTOROLA SOLUTIONS, INC.** or its assignee as additional insured and loss payee for the term of the Schedule A number 24034 dated November _____, 2016.

This insurance is provided by:

Name of insurance provider _____

Address of insurance provider _____

City, State and Zip Code _____

Phone and fax numbers of insurance provider _____

Email address of insurance provider _____

In accordance with the Equipment Lease Purchase Agreement Number 24034, **GALVESTON COUNTY**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage				
Property Damage				
Public Liability				

Lessee:

GALVESTON COUNTY

By:

Its:

Date: November _____, 2016

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **GALVESTON COUNTY**?
3. Does the equipment replace existing equipment?
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Lessee: **GALVESTON COUNTY**

By: _____

Its: _____

Date: November _____, 2016

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please answer the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

This equipment is for public safety and emergency response services for the Sheriff's Office, Constables, Emergency Management, and Fire Departments (located in and respond to unincorporated areas).

2. Why is the equipment essential to the operation of GALVESTON COUNTY?

The use of radio equipment for communications is an essential part of Public Safety and Emergency Response on a daily bases as well as one of the only available avenues of communications in the event of a major incident when other communications options are overloaded or become unavailable. Having the available technology and an adequate quantity of radio equipment already in place ensures that Emergency Services will continue to be provided and those in the community will receive the assistance needed.

3. Does the equipment replace existing equipment? Yes

If so, why is the replacement being made?

- The radios that have not yet been replaced in the Galveston County-wide inventory are X – series handhelds and mobiles.
- As of December 31, 2016 Motorola will no longer provide software upgrades for this equipment and will diminish the availability of parts and support for the X – series radios.
- The X – series handhelds have been in service for 8 plus years and the cost of repairs to keep them in service is increasing per year and will continue to increase with replacement parts being limited and support availability diminishing.

4. Is there a specific cost justification for the new equipment?

- Purchasing this equipment prior to January 1, 2017 will ensure the current HGAC pricing is applied. Effective January 1, 2017 the same equipment will increase in price from 10% to 17% when the new HGAC pricing takes effect.
- Utilizing the lease to own option at 0% interest over a 2 to 3 year period will ensure the equipment can be purchased at the reduced pricing and payment can be spread out over a 2 or 3 year period with no penalty if paid off early.
- The new equipment will come with the Motorola 3 year Comprehensive Repair Service warranty.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Lessee: GALVESTON COUNTY

By:

Its:

Date: November

LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease Agreement) held on November, 2016 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease Schedule dated as of November, 2016, between **GALVESTON COUNTY**(Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease Agreement, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease Agreement by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Lease Agreement on Lessee's behalf sith such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease Agreement.

Authorized Individual(s): _____

Printed or typed name(s) and title(s) of Individual(s) authorized to execute the Lease Agreement.

3. **Adoption of Resolution.** The signatures below from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Signature: _____

Attested By: _____

Name and Title : _____

Name and Title: _____

November 28, 2016

Motorola, Inc.
1301 E. Algonquin Road
Schaumburg, IL 60196

RE: Self-Insurance for a Schedule Number **24034** to that certain Equipment Lease Purchase Agreement Number **24034** dated the _____ day of November, 2016, by and between **GALVESTON COUNTY** as Lessee and Motorola Solutions, Inc. as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1. To be fully and financially responsible for any and all partial or total loss of the collateral;
2. To notify you in writing, immediately upon any loss of, or damage to, the collateral;
3. To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the collateral;
4. To repair or replace said collateral, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;
5. To furnish you with paid receipts evidencing the repair of any and all damage to the collateral;
6. To provide you with any duly authorized and executed documentation that you may require to perfect a valid first, prior and paramount lien in replacement collateral;
7. In the event that said collateral cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable collateral, to immediately pay off the obligation, or such portion thereof as may be attributable to the collateral destroyed or damaged beyond repair;
8. To provide annual accountant prepared financial statements, and in the event of a material adverse change in the undersigned's financial condition, and upon your written demand, to furnish you with insurance from an insurance company acceptable to you in an amount not less than the then fair market value of the collateral.

9. In the event that the undersigned fails to furnish the insurance policy required under paragraph 8, then, in such event, you may either declare the contract in default, or, at your option, obtain insurance coverage protecting your interest in the collateral and add the costs thereof to the then outstanding balance.
10. To be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment..
11. To provide Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto.
12. In the event that the undersigned furnishes, or you obtain, the insurance, then, in such event, all of the terms, conditions and provisions of the lease, regarding insurance coverage shall be applicable for the remainder of the term of the lease.

The undersigned further agrees that this letter agreement shall be binding upon, and enure to the benefit of, itself and you and our respective heirs, successors, assigns, and legal and personal representatives.

The undersigned has caused this letter agreement to be executed by its duly authorized representative.

LESSEE: GALVESTON COUNTY

By: _____

Title: _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 148(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Galveston County		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 722 21st Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Galveston TX 77550		7 Date of issue 12/1/16	
8 Name of issue Equipment Lease-Purchase Agreement 24034		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	1,314,427.79
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>			
If obligations are BANs, check only box 19b <input type="checkbox"/>			
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/1/19	\$ 1,314,427.79	\$ 1,314,427.79	3 years	2.29 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest		22	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	1,314,427.79
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)		29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the Issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶ _____	Firm's EIN ▶ _____		Phone no. ▶ _____	
Firm's address ▶ _____				

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement Date: November ____, 2016

Lease Schedule A Date: November ____, 2016

Equipment Lease Purchase Agreement No.: 24034 Lease Schedule A No. : 24034

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24034 dated _____. See Schedule A for a detailed Equipment List.

LESSEE:

GALVESTON COUNTY

By: _____

Date: _____

November 28, 2016

Motorola, Inc.
1301 E. Algonquin Road
Schaumburg, IL 60196

RE: Self-Insurance for a Schedule Number **24034** to that certain Equipment Lease Purchase Agreement Number **24034** dated the _____ day of November, 2016, by and between **GALVESTON COUNTY** as Lessee and Motorola Solutions, Inc. as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1. To be fully and financially responsible for any and all partial or total loss of the collateral;

AGENDA ITEM #28.a.1.



Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us



December 2, 2016

Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty and Interest by the Property Owner

Dear Judge Henry:

The Penalty & Interest Review Committee met November 22, 2016 and based on a review of all available information, denied the following request for waiver of refund and penalty and interest. As provided by Tax Office policy, the property owner was notified of the Committee Findings and has responded within the 21 days required for Commissioner Court reconsideration.

The Committee Findings and Recommendation and Memorandum of Findings is included for your convenience.

<u>Account Number</u>	<u>Property Owner</u>	<u>Tax Year</u>	<u>Amount of Waiver or Refund</u>
R118318	Gwen Reality LLC	2015	\$110.23(W)
R118267	Gwen Reality LLC	2015	\$110.23(W)
R416528	Gwen Reality LLC	2015	\$181.12(W)
R416555	Gwen Reality LLC	2015	\$181.12(W)

Sincerely,

Paul Davis for Cheryl E. Johnson
Cheryl E. Johnson, PCC



Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Dianna Martinez
Office Coordinator

Linda Bilotta Liechty
Administrative Assistant

December 2, 2016

Ms. Gwen Haggard
Gwens Rentals, LLC.
2012 Helena Avenue
Nederland, Texas 77627

gwensrentals@gmail.com

Delivery via US Mail and Email (Phone confirmation on 12/02/16)

Re: R118318, R118267, R416528, & R416555

Ms. Haggard:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners' Court of Galveston. If you wish to address the commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners' Court agenda for December 6, 2016. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1st floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Thank you in advance for your cooperation in this matter.

Sincerely,


Mark Henry

Request for Waiver of Penalty and Interest

The Commissioners Court of Galveston County seeks to handle all requests for waivers of penalty and interests fairly. In doing so, Commissioners Court members must remain within the legal limitations of their authority, which means not all requests can be acted upon. To see if yours qualifies, review the commonly asked questions below. If you believe your case still qualifies to be considered, please mark the justification and submit the signed form to the Office of the County Judge.

What is the deadline for paying taxes without penalty and interest?

The deadline to pay is January 31. The tax collector will add penalty and interest charges to taxes that are unpaid on February 1. In rare instances, a taxpayer may have a delinquency date later than February 1-check with the Galveston County Tax office.

Can a taxing unit waive penalty and interest due on delinquent taxes?

Penalty and Interest may only be waived on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or appraisal district caused or resulted in the taxpayer's failure to pay the tax before delinquency.

The property owner must pay the tax no later than the 211th day after he or she knows or should have known of the delinquency. The property owner must request the waiver before the 181st day (six months) after the delinquency to receive a refund of the penalty and interest. (sec.33.011 (a) & (d), Texas Property Tax Code).

If I didn't receive a tax bill, don't I get more time to pay without penalty and interest?

No. State law provides that failing to send or receive a tax bill does not affect the validity of the tax, penalty, or interest due by an individual, the tax's delinquency date, the existence of a tax lien, or any procedure the taxing unit institutes to collect the tax. Property owners know that property taxes are due each year and should check if they do not receive a tax bill.

You may want to check with your mortgage company to determine if your taxes were paid timely.

Failure to receive a tax bill does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax. (sec.31.01 (g), Texas Property Tax Code).

Please submit this signed form to the Office of the County Judge.

I have reviewed and understood the information above. I understand Commissioners Court can only consider my request for penalty and interest if I can demonstrate one of the following, and I have selected which condition applies to me.

- ☐ I can demonstrate that I did not own the property being taxed during the taxable period.
- ☒ I can demonstrate that the Galveston County Tax Office or Central Appraisal district made a mistake.
- ☐ I can demonstrate that I did in fact pay the tax on or before January 31st.
- ☐ No, I do not meet the criteria.

Name: Gwen Haggard Cartagena / Gwen Rentals LLC
Date: 11-29-16



Cheryl E. Johnson, PCC
Assessor and Collector of Taxes
Galveston County Courthouse
722 Moody, Galveston, Texas 77550
Direct (409) 765-3277 Fax (409) 766-2479
cheryl.e.johnson@co.galveston.tx.us



Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): *GWENS LLC*

Account #(s): *R118318, R118267, R416528, R416555*

Date Considered: *11/28/16*

Tax Year in Question: *2015*

Recommendation: ☐ Grant Waiver ☒ Deny Waiver ☐ Deny due to failure to respond

Basis for Recommendation:

Customer postdated check which was returned to her. HCTD does not accept postdated checks which is the equivalent of not paying at all.

Reviewers:

Cheryl E. Johnson
Cheryl E. Johnson, PCC

Rachael Crider
Rachael Crider, PCC, CTA

Mark Cravaglia
Mark Cravaglia



Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

Account # _____

MEMORANDUM OF FINDINGS

Cheryl E. Johnson, RTA
 Tax Assessor Collector
 Galveston County Courthouse
 722 Moody Avenue
 Galveston, Texas 77550
 (409) 766 2284
 Toll Free (877) 766-2284
 Fax (409) 766 2479

Sheryl R. Swift, RTA
 Chief Deputy, Business Services
 (409) 766 2474

Rachael F. Crider, RPA
 Chief Deputy, Property Tax
 (409) 766 2476

Kimberly Hall
 Chief Deputy, Operations
 (409) 766-2487

Departments:

Property Tax Department
 (409) 766-2481

Voter Registration Department
 (409) 766-2280
 Toll Free (888) 976-2280

Branch Office Locations:

Galveston Courthouse
 722 Moody
 Galveston, Texas 77550

North County Annex
 174 Calder Road
 League City, Texas 77573

Texas City Annex
 2516 Texas Avenue
 Texas City, Texas 77590

West County Annex
 11730 Highway 6
 Santa Fe, Texas 77510

Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows:

- ☐ There are no provisions in the Tax Code to address this issue.
- ☐ This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.
- ☐ Section 1.08 Postmark indicates date that is not timely or 1/4 not received within February.
- ☐ Late 1/4 ☐ Late 1/2 ☐ Late Opt Out Entity
- ☐ Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
- ☐ Clerical Error on part of:
- ☐ CAD ☐ GCTO ☐ USPS (and sufficient evidence provided)
- ☐ Section 31.06 Remittance was not paid or honored.
- ☒ Other: Customer sent in a post marked
check hoping to pay account timely.

The following summarizes the findings indicated above (appropriate documents enclosed in folder):

Customer submitted a check for her
second half of four accounts. The payment
was sent back to her because our
office does not accept post ^{dated} checks.
Once she remailed the payment it was
passed the due date. Customer states she
was leaving out of town that why the
post ~~marked~~ ^{dated} check was rendered and learned
upon her return the payment wasn't acceptable.

Year	\$ Amt Waiver/Refund
2015	\$110 ²³
2015	\$110 ²³
2015	\$181 ¹²
2015	\$181 ¹²

R118318
 R118267
 R416528
 R416555

Respectfully submitted,

Erma Evans
 Erma Evans
 Senior Property Tax Specialist

AGENDA ITEM #29.h.

Agreement
Between the County of Galveston and the City of Kemah
For Development and Operation of a Public Nature Facility
Located in the M. Muldoon League,
Abstract No. 18, Galveston County, Texas

State of Texas	§
	§
County of Galveston	§

This Agreement is Made and Entered Into effective as of the Commencement Date by and between the County of Galveston, a political subdivision of the State of Texas, and the City of Kemah, a General Law Type A municipality. It is entered into pursuant to both Texas Government Code, Chapter 791, commonly known as the Interlocal Cooperation Act and Texas Local Government Code §332.021.

Definitions

1. Agreement - means this Agreement.
2. City means the City of Kemah, Texas.
3. County - means the County of Galveston, Texas.
4. Commencement Date - means the date of execution of this Agreement by the last party to sign.
5. Improvements – all structures, equipment, apparatus, personal property or right-of-way installed or erected by City or those recreational amenities of a Nature Facility character and landscaping deemed desirable by City. A copy of plans and specifications for the proposed improvements is attached hereto as Exhibit “A”.
6. “Nature Facility” - means those sections of the Premises upon which Improvements have been constructed or are scheduled to be constructed. Such a facility may also include an economic development use that is compatible with a Nature Facility if deemed desirable by City council, and approved by the County.
7. Premises - means that one certain 57.1644 acre tract of land out of the M. Muldoon League, Abstract No 18, Galveston County, Texas, more particularly described in Volume 007-30-2588 of the Official Microfilm Records of the County Clerk of Galveston County, Texas together with all existing improvements located thereon, if any.

8. Net Area - means the western portion of the Premises that has a levee site that encompasses approximately 25.85 acres of land with a dredge containment capacity of approximately 10 feet of free board.
9. Substantial Completion - means each section of the Project is ready for use for its intended purpose as a Nature Facility.

Recitals

Whereas, County is the owner of the Premises; and

Whereas, the Premises were originally acquired as the Kemah Spoils Disposal Site and was used in conjunction with the construction of the Second Outlet Phase of the Clear Creek Flood Control Project; and

Whereas, the Second Outlet has now been constructed and it is unlikely that the Premises will be required for future maintenance projects associated with the project for which it was acquired; and

Whereas, City desires to offer to its citizens and to its visitors to City additional public recreational activities of a Nature Facility character within the boundaries of its municipal limits; and

Whereas, the parties desire to enter into this Agreement to provide for such Nature Facility amenities or collateral uses compatible with a Nature Facility.

Now, Therefore, Know All Men By These Presents:

That for and in consideration of the mutual covenants, terms, provisions, conditions herein set forth, the parties hereby agree as follows:

Article I Authorized Representatives

City's Authorized Representative for all purposes of this Agreement means the Mayor or his written designee.

County's Authorized Representative for all purposes of this Agreement means the Constitutional County Judge or his written designee.

Article II Scope, Intent of Agreement, Primary Use of Premises

That County subject to:

- i) the terms, provisions and conditions herein set forth;
- ii) all easements, rights of way, roadways, encroachments and prescriptive rights, whether of record or not;
- iii) all previously recorded restrictions, reservations, covenants and conditions, if any;
- iv) any and all oil and gas and other mineral leases, mineral severances and other instruments that affect the Premises;
- v) any discrepancies, conflicts or shortages in area or boundary lines;
- vi) any encroachments or overlapping of improvements, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, but only to the extent they are still in effect relating to the Premises;

and for and in consideration of the Improvements to be constructed by City hereby grants to City the right to:

- i) construct, operate and maintain the Nature Facility with elements such as walking trails, shade structures, wildlife habitats, restrooms, parking lots, access roadways, or water detention facilities consistent with water source habitats for birds and wildlife that may or may not provide storm water detention at the same time;
- ii) enter into Concession Agreement(s) with third parties for the operation of activities associated with the Nature Facility;
- iii) authorize fundraising activities at the Nature Facility;
- iv) execute whatever documents are necessary to provide right-of-way for roads or collector streets that provide access to or through the Premises so long as any funds directly received for said right-of-way shall be used and utilized for improvements or Nature Facility maintenance;
- v) engage the City Engineer to develop order of magnitude costs for crushed limestone or similar surface on a raised berm, and possibly the interior pathway running north-south across the Premises and for City to consider possible action;
- vi) engage the City Engineer to determine cost and consider feasibility to relocate restrooms currently behind visitor's center somewhere near the current parking area and for City to consider possible action;
- vii) engage the City Engineer to determine scope and cost of location and quantity of interpretive signage, benches, associated shade structures, trash receptacles, and other

- items and for City to consider possible action; and
- viii) City to determine which items can be addressed with in-house labor/City crews and for City to consider possible action.

All fees generated by City by the permitted uses specified in this Article and in Article III will be dedicated to the maintenance of the Nature Facility and for construction of future public Nature Facility amenities being located upon the Nature Facility and/or the Premises.

No other use of the Nature Facility shall be permitted other than the rights herein specifically granted in this Article and in Article III, unless consent to such use is obtained in writing from County.

The right of City to occupy the Premises shall continue only so long as all of the terms of this Agreement are strictly and promptly complied with by City.

County reserves the right to enter any portion of the Premises for any reason including but not limited to enable County to observe whether City is operating the Nature Facility in accordance with the terms and conditions of this Agreement.

County may provide administrative assistance to the City in applying for grants or funding for projects or materials for uses called for herein that might be eligible for grants through the Texas Parks and Wildlife or other entities.

Article III

Secondary Use of Premises

As stated in the Recitals portion of this Agreement the Premises were originally acquired as the Kemah Spoils Disposal Site and were used in conjunction with the construction of the Second Outlet Phase of the Clear Creek Flood Control Project. Currently, the western portion of the tract has a levee site ("Net Area") that encompasses approximately 25.85 acres of land with a dredge containment capacity of approximately 10 feet of free board.

Because the Second Outlet Phase of the Clear Creek Flood Control Project has been completed, it is unlikely that the Premises or the Net Area will be required for future maintenance projects associated with this Project, including the receipt of more spoil.

Article IV

Term and First Refusal

This Agreement shall be for a term of 30 years, beginning on Commencement Date and

terminating at midnight on the expiration of 30 years from Commencement Date. At the expiration of this Agreement or any extension thereof, the Agreement shall automatically renew for a 5 year renewal term unless prior written notice is provided by either party 90 days before the end of a term.

This agreement may not be expanded or renewed except as may then be agreed to by the parties. If County chooses to sell the Premises, City is granted the first right of refusal with mutually acceptable terms of sale.

Article V Permits, Other Agreements and Approval

This Agreement is subject to all necessary federal, state and local permits required for purposes of construction of the Improvements being secured by City at no cost to County. All such permits must be acquired prior to commencement of construction.

Article VI Deposit to Secure Performance

No Deposit is required of City.

Article VII Disclaimer of Warranties

County does not warrant that it has good title to the Premises in any manner, express or implied. It is the duty and obligation of City to satisfy itself that it is being given sufficient rights by this Agreement so as to enable it to construct the Improvements and operate and maintain the Nature Facility.

County disclaims any warranty, guaranty or representation, oral or written, on

- i) the nature and condition of the Premises including, without limitation, the water, soil and geology;
- ii) the suitability of the Premises for any and all activities and uses which City may elect to conduct thereon;
- iii) the existence on the Premises of any environmental hazards or conditions thereon (including but not limited to the presence of asbestos, trace metals, heavy metals or other unacceptable or hazardous materials);
- iv) compliance of the Premises with applicable environmental laws, rules or

regulations; and

- v) compliance of the Premises with any laws, ordinances or regulations of any governmental entity or body.

County shall not be liable for any damages or injuries to City or to City employees or to third parties engaged by City that may be caused by or as a result of failure of title, or the unsuitability of the Premises for construction of the Improvements called for herein.

City acknowledges and agrees:

- i) it has inspected the Premises and is relying solely on its own investigation of the same and not on any information provided or to be provided by County; and
- ii) County is not responsible for any construction defects, errors or omissions on any improvements, if any, already constructed on the Premises.

Article VIII Construction of Improvements

City may build, construct, operate and maintain the Nature Facility Improvements with elements such as walking trails, shade structures, wildlife habitats, restrooms, parking lots, access roadways, or water detention facilities consistent with water source habitats for birds and wildlife that may or may not provide storm water detention at the same time. Any economic development facility shall be compatible with the Nature Facility.

Construction of additional Improvements on additional sections of the Premises will be performed in the same manner as described immediately above.

All construction shall be at City's (or its designee's) sole cost and expense unless it is an expense expressly assumed by County in writing. Such construction will be built in a good and workmanlike manner and in compliance with the regulations and requirements of all regulatory authorities having jurisdiction over such construction.

City will also make such modifications to the Nature Facility, including constructing access roads or drainage ditches, as are required to provide adequate access and/or drainage to the Nature Facility.

Construction of the Improvements will begin as soon as is expeditiously possible, but no later than twenty-four (24) months from the Commencement Date of this Agreement. Failure of the City to begin Construction of the Improvements within 24 months from the Commencement Date and proceed diligently to completion within 36-months of the Commencement Date will

result in automatic termination of this Agreement.

The parties further agree that all Improvements heretofore described shall be designed, engineered, developed and constructed by registered professionals, and, once completed, maintained and operated during the term of this Agreement, at no expense to County unless it is an expense that is expressly hereafter assumed by County in writing. The parties further agree that all rights-of-way granted from the terms of this Agreement shall survive (as built) this Agreement and shall not be revoked by termination of this Agreement. County hereby delegates to City the right to grant or abandon right-of-way within the Premises during the term of this Agreement.

All utility connections and other expenses incurred from connecting existing utilities to the Nature Facility during the term of this Agreement shall be at City's expense. If water or sewer facilities are not obtainable from City for any reason, City shall be responsible during the term of this Agreement for obtaining same from an obtainable alternate source at its expense. On site ground water wells and sewer treatment plants will not be permitted. All utility lines will be underground.

City covenants and agrees that prior to the beginning date of construction, at City's sole cost, risk and expense, it will make all changes and complete all construction necessary to ensure proper and adequate free and uninterrupted access, ingress and egress, for vehicular and pedestrian traffic as may be required to, upon and from the Premises, but the right-of-way for same shall require no compensation for this pre-approval from the County.

City may, from time to time, make such changes, alterations and additions to the Improvements as it deems desirable for the purpose of enhancing or maintaining the Nature Facility on the Premises.

Article IX

Ownership of Title to Improvements

The Improvements erected or placed upon Premises by City shall belong to and remain the property of City during the full term of this Agreement. City will not commit waste upon, remove or voluntarily destroy the Improvements unless to reconstruct other improvements that are specified in Article VIII hereof. Upon termination of this Agreement, whether by expiration of its term, by voluntary cancellation by City, by cancellation by County, by reason of default by City or for any other reason, the title to the Improvements permanently fixed to the Premises

shall vest in County save and except right-of-way granted by City pursuant to this Agreement where title to the roadway shall be fixed in the public or the Grantee of the City (or County) whichever is applicable.

City may promulgate and distribute advertising relative to the Nature Facility that is consistent with the dignified approach necessitated by the wholesome reputation of a public Nature Facility. The name of the Nature Facility will be mutually agreed upon in the future and shall reflect that it is a "City of Kemah Nature Facility" and "publicly owned by the County and operated by the City" and this name may not be changed without the advance written approval of both parties.

City agrees that all areas of the Nature Facility shall be permanently identified as being publicly owned by the County and operated by the City as a public outdoor recreational Nature Facility in all signs, literature and advertising so as not to mislead the public into believing that the area is private.

Such signs shall also contain such other information as is mutually agreed upon by the parties.

Article X Consideration

Inasmuch as the Premises will be used as a public nature facility, City will not be charged a fee.

Article XI Taxes

As a governmental entity of the State of Texas, City is exempt from the payment of ad- valorem or other taxes.

Article XII Repairs and Maintenance

City covenants and agrees, at its sole cost and expense, to continually make such repairs and replacements as are necessary to maintain the Nature Facility in a good, safe and sound condition. City also agrees to realign the existing fence that currently surrounds the Premises so as to prevent unauthorized access to the Net Area located within the Premises. Alternatively, City may leave the existing fence in place and may construct a second fence within the Premises that will prevent access to the Net Area regardless of which option is chosen. City agrees to

maintain the existing and the new fences and to make such improvements to and replacements of such fences as are, from time to time required.

City covenants and agrees to comply with all valid laws, ordinances, rules and regulations now or hereafter made by any governmental authority having jurisdiction over the Nature Facility respecting fire, cleanliness, health and safety.

Article XIII Operation

City shall comply with all applicable state and local laws governing the operation of the Nature Facility. Violation of any Federal, State, County or City laws, ordinances, and/or regulations may be considered cause for termination of this Agreement.

Article XIV Fees and Prices

City agrees to make the various Public Improvements on the Premises open and available to the public for public use at all times on a nondiscriminatory basis. As an incident to such use, City may from time to time charge organizations or individuals for the use of portions of the Improvements. Examples of such organizations include league sports such as baseball, soccer or volleyball.

In addition, City may make reasonable charges for admission to functions which are open to the general public. All such rentals and admission fees shall be fair and reasonable and nondiscriminatory.

City may enter into concession agreements for the sale of various items within the Nature Facility with third parties.

All revenues received by City from use of the Premises or the Nature Facility will be used solely for the purpose of maintaining the Premises and maintaining existing Improvements or constructing other Improvements located on the Nature Facility.

Article XV Annual Report

City agrees that one (1) year from the Commencement Date and annually thereafter for the aforesaid period of thirty (30) years, unless County directs otherwise, it will file with County reports on the operation and maintenance of the Nature Facility and will furnish, as requested by

County, such other pertinent data required by County evidencing continuous use of the Nature Facility for the purposes specified in Articles II and III.

Article XVI
Sale or Use of Portion of the Premises

City may from time to time, desire to permit the sale or use of a portion of the Premises by third parties for storm water detention purposes so long as the detention project facilitates a water wildlife habitat, in addition to its water detention purpose. Any proposed sales or use shall be presented to County and, should County agree with the request, County shall proceed to provide for the sale or use of the tract of land in accordance with the provisions of Chapter 263 of the Texas Local Government Code and other applicable governmental and other requirements. County agrees that all proceeds received from the sale or use of such land will be dedicated to future Nature Facility improvements or to other public Nature Facility improvements located within the vicinity of the Nature Facility as determined by County. This Article shall not require County approval for City's conveyance of fixed or collector street right-of-way over, across, or through the Premises if granted by City during the term of this Agreement, a right delegated hereunder to the City during the term of this Agreement.

Article XVII
Liability Insurance

City covenants and agrees that it will, throughout the term of this Agreement, at its sole cost and expense, maintain in force and effect a policy or policies of insurance on the Nature Facility with deductibles of no more than Five Thousand Dollars (\$5,000,00) in which County and City are both named as being named insureds, as follows:

Comprehensive general liability providing coverage and a minimum amount of the maximum amount of liability to which County and City may be exposed by virtue of V.T.C.A., Civil Practice & Remedies Code, Chapter 101 et seq, as it presently exists or may hereafter be amended, whichever is greater insuring against third party bodily injury, death and property damage and shall include coverage for premises and operations and coverage for products liability and contractual liability coverage insuring the obligations of City under the terms of this Agreement.

The insurance policy shall be on the Texas Standard Form and shall be carried in a good and responsible company or companies authorized to do business in the State of Texas. City shall furnish County with a certificate evidencing the issuance of such insurance and the payment in

advance of the premiums thereon; and, at least thirty (30) days prior to the expiration of any such policy or policies of insurance, City shall renew the same and furnish County with evidence of such renewal and the payment of the premium thereon.

Article XVIII **Property Damage Insurance**

City covenants and agrees that City, throughout the term of this Agreement, at its sole cost and expense, will keep all Improvements located upon the Premises and all additions thereto, and replacements thereof, insured against loss, damage, and destruction by flood, windstorm, fire and such other hazards as are covered by and protected against under policies of insurance commonly referred to and known as "flood insurance", "windstorm and hail" and "fire and extended coverage" in an amount not less than one hundred percent (100%) of the then full replacement value of said Improvements. Said policies of insurance shall be carried in good and responsible companies authorized to do business in the State of Texas. Both City and County will be named as insured parties.

The proceeds of all insurance provided for in this Article shall be used as follows:

- i) in the event there is damage or destruction to the Improvements, City shall have sixty (60) days after such damage or destruction occurs to determine whether or not to repair and replace the damage;
- ii) in the event of damage or destruction to the Improvements and City elects to repair and replace the damage the insurance proceeds shall be used, to the full extent of such proceeds, to restore, repair or replace the damaged portions of the Improvements as nearly as may be practicable to their original condition (unless alternative repairs or restorations are deemed more appropriate by City, in which event, approval of County's Authorized Representative will be obtained and such alternative repairs or restoration shall be made). Temporary repairs and protection of such Improvements pending the completion of permanent repairs, restoration and replacement shall be made by City. Any excess of insurance proceeds over and above the amount required to fully comply with the provisions hereof shall be utilized by City in the construction of additional Improvements. Any shortage of insurance proceeds will not relieve City of its obligation to complete such repairs.
- iii) if City elects not to repair such damage or destruction, City will notify County of

this election and make arrangements, at City's expense and in accordance with County's Authorized Representative's instruction, to clear the Nature Facility of all debris and remaining Improvements with the exception of the fence(s) surrounding the Net Area which will be restored and replaced as necessary. If, for any reason, insurance proceeds are not available, the Nature Facility will nonetheless be cleared and the Premises and the fence(s) surrounding the Premises will be restored to their original or better condition. In addition, this Agreement shall terminate as of the date of completion of the restoration project.

County shall cooperate fully with City in order to obtain the largest possible recovery of insurance proceeds and agrees to execute any and all consents and other instruments and to take such other action as may be necessary or proper in order to effectuate the same and to cause such insurance proceeds to be paid as hereinabove provided.

City waives any right of recovery against County for loss or damage to persons or property. City further agrees that no insurance company or companies with which City maintains any insurance in force and effect with respect to the Nature Facility, the contents thereof, and any materials to be incorporated in the Nature Facility, shall be subrogated to any claim of City hereto against County.

The requirements of this Article XVIII are waived for the first year of this Agreement, or until Improvements are located on the Property or construction of Improvements begins, whichever is earlier in time. Thereafter, the requirements of this Article XVIII may be waived by County on an annual basis depending on the Improvements that have been constructed. Any such waiver of these insurance requirements must be in writing and such waiver must be granted at the time of the filing of the Annual Report with County.

Article XIX

Non Assignment of Agreement

This Agreement shall not be assigned or sold by City in whole or in part.

Article XX

City May Not Pledge Agreement

City has no right to mortgage or convey, by Deed of Trust or other security instrument, the rights of City created by this Agreement and nothing herein contained shall be construed as

to grant to City the right to mortgage or execute a deed of trust upon or otherwise encumber the Premises, the Improvements, the Nature Facility or this Agreement.

Article XXI Default By City

If, during the term of this Agreement, City shall abandon the Nature Facility and Premises or make default in any covenant of City contained in this Agreement, including but not limited to failure to perform necessary maintenance and repairs, obtain all required insurance, or to maintain the Nature Facility as a public recreational facility, and such default shall continue for thirty (30) days [ten (10) days in the event of Insurance requirements] after written notice thereof by County to City [without being fully remedied within such thirty (30) or ten (10) day period] or if such default is a kind or nature which is not capable of being physically remedied within such time, and City does not begin and proceed diligently to remedy such default within such thirty (30) or ten (10) day period and continue without interruption (except that if City is delayed by strike, lockout, shortage of material or labor, act of God, riot, failure of carriers to transport materials, or by order, regulation or requisition of any governmental authority, or other causes beyond City's control, the time of such delay or interruption shall not be counted against City) until the same is completely remedied, County shall have the right to declare this Agreement forfeited and the Agreement term hereof ended.

Article XXII Termination

The County or the City may voluntarily terminate this Agreement at any time, with or without cause, or for any reason or no reason, by giving written notice, sent by certified mail, to the other party no less than ninety (90) days prior to the desired termination date.

Upon termination of this Agreement, whether by expiration of its initial term or (any renewal thereof) by voluntary termination by the City or County, automatic termination as set forth in Article VIII, or by cancellation by the County by reason of default of the City, title to all Improvements or additions constructed by the City shall vest in the County.

Upon such termination of the Agreement, County shall have the right to immediately re-enter the Nature Facility and all other portions of the Premises and to remove all persons or chattels therefrom, as though such date of termination was originally set forth for the expiration hereof, and, except for the performance of each, every and all of the other obligations of City

which may accrue to such date, City's obligations hereunder and this Agreement shall cease and terminate and City shall be under no further obligation to County hereunder, provided City surrenders to County the complete physical possession of the Nature Facility and Premises, and all personal property and effects owned by City relating thereto, on or before such date of termination, provided however, grants of road or collector street access shall survive termination.

Article XXII Indemnification

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, CITY SHALL PROTECT, INDEMNIFY AND SAVE HARMLESS, AND SHALL REQUIRE EACH CONCESSIONAIRE UNDER EACH PERMIT OR CONCESSION AGREEMENT TO PROTECT, INDEMNIFY AND SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER, INCLUDING COSTS OF LITIGATION AND ATTORNEYS' FEES FOR INJURY TO, OR DEATH OF PERSON(S), OR LOSS OR DAMAGE TO PROPERTY OCCURRING ON THE PREMISES OR IN ANY MANNER GROWING OUT OF OR IN CONNECTION WITH CITY'S (OR CONCESSIONAIRE'S OR THIRD PARTY'S) USE AND OCCUPATION OF THE NATURE FACILITY DURING THE TERM OF THIS AGREEMENT. CITY AGREES TO GIVE COUNTY PROMPT NOTICE OF ANY CLAIM COMING TO ITS KNOWLEDGE THAT IN ANY WAY DIRECTLY OR INDIRECTLY AFFECTS EITHER CITY OR COUNTY RELATING TO THE NATURE FACILITY OR THE OPERATION THEREOF, AND ALL SUCH PARTIES SHALL HAVE THE RIGHT TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM TO THE EXTENT OF THEIR RESPECTIVE INTEREST.

Article XXIII Independent Contractor

This Agreement is not a contract of employment. No relationship of employer and employee exists between County and City or between County and any employee or agent of City. City is not authorized to bind County to any Agreements or obligations. County shall not be liable for any acts or omissions of City, its employees, or its agents in performing the duties prescribed herein.

Article XXIV

Non-Discrimination

City agrees that in the use and occupancy of the premises, no discrimination of any kind shall be practiced by any party which is based upon a person's race, sex, color, religion, ancestry or national origin.

Article XXV ADA and Related Requirements

City agrees that all Improvements and access to the Nature Facility will comply with the requirements of the Americans with Disabilities Act and the Texas Architectural Barriers Act.

Article XXVI Waiver of Default

Any waiver of County of any default or breach of this Agreement shall not be construed to be a continuing waiver of such default or breach nor as a waiver of permission, expressed or implied, or any other or subsequent default or breach.

Article XXVII General Clauses

All references to the parties of this Agreement and all covenants, conditions and agreements of this Agreement shall apply to and be binding upon County and City and their successors and assigns (when assignment is made in accordance with the provisions hereof) as if they were in each case named and stated. In this Agreement, both County and City may be referred to in the singular and/or plural. However, such words and all other terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any number (singular and/or plural) and any other gender (masculine and/or feminine) as the sense of the writing herein may require number and gender.

All notices to County or City shall be sent by certified or registered mail at the following addresses:

To County:

Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

with a copy to:

Director County Legal
Galveston County
Galveston County Courthouse
722 Moody, 5th Floor
Galveston, Texas 77550

To City:

City Administrator City of Kemah
1401 State Highway 146
Kemah, Texas 77565with a copy to:

With a copy to:

Dick H. Gregg, Jr., City Attorney
16055 Space Center Blvd., Suite 150
Houston, Texas 77062

or at such other address as County or City may from time to time designate by written notice to each other.

This Agreement is made under the applicable laws of the State of Texas, and if any term, clause, provision, part or portion of this Agreement shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this Agreement shall not be affected thereby, and the invalid or illegal term, clause, provision, part or portion shall be deleted and ignored as if the same had not been written.

Any and all provisions and clauses in this Agreement can be amended or deleted by the parties only by mutual agreement and any such change shall be in writing and attached to this Agreement as an addendum.

This Agreement contains the entire agreement between the parties relating to their rights and obligations under this contract. A prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect. An official representative, employee, or agent of County does not have authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners' Court.

This Agreement is intended to inure only to the benefit of the parties.

This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

Executed Effective on the Commencement Date of this Agreement.

COUNTY OF GALVESTON

By: _____
Mark Henry
County Judge

Date of Execution: _____

Attest:

Dwight D. Sullivan
County Clerk

CITY OF KEMAH

By: _____
Carl Joiner
Mayor

Date of Execution: _____

Attest:

Carolyn Anderson
City Secretary

57 Acre Park Proposed Improvements

Crushed Granite Walking Trail (top of berm)



Seating/Rest Areas



Outdoor Exercise Equipment



Interpretative Center

